

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Name of Debtor:

GMAC Mortgage, LLC

Case Number:

12-12032

NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al
Name and address where notices should be sent: NameID: 10995344

Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al

104 W Loma Alta Dr
Altadena, CA 91101-91001

Telephone number:

626 798-4422

email:

johnotrin@earthlink.net

Name and address where payment should be sent (if different from above):

DEODAR EIGHT SOCIETY

P.O. Box 94355, Pasadena, California 91109

Telephone number: 626 798-4422

email:

johnotrin@earthlink.net

1. Amount of Claim as of Date Case Filed: \$ **\$2,001,653.92 + \$36,000 = \$2,037,653.92**

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☒ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. **8.2507 %**

2. Basis for Claim: **Issuer of Promissory notes for \$612,000.00 tendered on 10/27/2006**
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:
760-8

3a. Debtor may have scheduled account as:
N/A
(See instruction #3a)

3b. Uniform Claim Identifier (optional):
(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff; attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other

Describe:

Value of Property: \$ **\$612,000.00** Annual Interest Rate **8.2507 %** ☐ Fixed ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim,

if any: \$ **N/A**Basis for perfection: **N/A**Amount of Secured Claim: \$ **\$2,037,653.92**Amount Unsecured: \$ **N/A**

6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

N/A

(See instruction #6)

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: **OBJECTIONS TO DEBTOR'S FIFTY-EIGHTH OMNIBUS**

9. Signature: (See instruction #9) Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

☐ I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: **Walter Olszewski**Title: **Secured Issuer of the Credit**Company: **Standing and Power of Attorney**Address and telephone number (if different from notice address above):
104 West Loma Alta Drive, Altadena California 91001**626 798-4422**

Telephone number:

Email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

COPY PROOF OF CLAIM

☒ Check this box if this claim amends a previously filed claim: **7163, 7172, 7310**

Court Claim Number: **7321**
(If known)

Filed on: **1/10/2014**

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☒ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$2,037,653.92

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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KURTZMAN CARSON CONSULTANTS

COURT USE ONLY

**OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM**

**PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 #7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL**

**[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032**

Honorable Martin Glenn

Express Mail™ EU 943082179 US

United States Bankruptcy Court for the Southern District of New York

Alexander Hamilton Custom House

One Bowling Green, Room 501

New York, New York 10004-1408

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FEB 12 2014

WITZMAN CARSON CONSULTANTS

✓ **MORRISON & FOERSTER LLP (Libellees)**
1290 Avenue of the Americas (Libellees)
New York, New York 10104

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Certified Mail 7013 3020 0000 3075 8955

✓ **Gary S. Lee (Libellee)**

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✓ **Norman S. Rosenbaum (Libellee)**

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✓ **Jordan A. Wishnew (Libellee)**

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Jennifer L. Marines (Libellee)

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Alexandra Steinberg Barrage (Libellee)

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Todd M. Green (Libellee)

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Lorenzo Marinuzzi (Libellee)

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Office of the United States Trustee for the Southern District of New York

U.S. Federal Office Building

201 Varick Street, Suite 1006

New York, New York, 10014

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Office of the United States Attorney General

U.S. Department of Justice

950 Pennsylvania Avenue

NW, Washington, DC 20530-0001

US Attorney General, Eric H. Holder, Jr.

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COPY

Office of the New York State Attorney General

The Capitol

Albany, NY 12224-0341

Nancy Lord, Esq.

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Office of the U.S. Attorney for the Southern District of New York

One St. Andrews Plaza

New York, New York 10007

Joseph N. Cordaro, Esq.

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The ResCap Borrower Claims Trust (Libellees)

Express Mail™ EU 943082616 US

Polsinelli PC

900 Third Avenue, 21st Floor

New York, NY 10022

Daniel J. Flanigan

(Libellee)

Express Mail™ EU 943082616 US

Peter S. Kravitz

(Libellee)

Express Mail™ EU 943082616 US

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

**OBJECTIONS TO FIFTY-EIGHTH OMNIBUS TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWANCE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM**

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

Notice to agent is notice to principal; notice to principal is notice to agent.

Affiants States: Comes now Walter Olszewski, **Libellant**, Issuer of the Credit, a Real Party in Interest, who is neutral in the public, who is unschooled in lawe, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in lawe making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, doe hereby make the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

In commerce, a lien or claim can be satisfied in any one of three ways.

· By someone rebutting your affidavit with another affidavit of their own, point by point, until the matter is resolved as to who is correct.

· You convene a Sheriff's common law jury, based on the Seventh Amendment, concerning a dispute involving a claim of more than \$20. Or, you can use three disinterested parties to make judgment.

· The only other way to satisfy a lien is to pay it.

AFFIANTS OBJECTIONS TO: NOTICE OF THE RESCAP BORROWER CLAIMS TRUST'S FIFTY-EIGHTH OMNIBUS OBJECTION TO (A) AMENDED AND SUPERSEDED BORROWER CLAIMS; (B) LATE-FILED BORROWER CLAIMS; AND (C) NON-DEBTOR BORROWER CLAIMS **in view of the evidence that Libellees**, GMAC Mortgage, LLC dba Homecoming Financial, LLC, The ResCap Borrower Claims Trust, **MORRISON & FOERSTER LLP**, Gary S. Lee, Norman S. Rosenbaum, Jordan A. Wishnew, Jennifer L. Marines, Alexandra Steinberg Barrage, Todd M. Green, Lorenzo Marinuzzi, Joseph Morrow, Daniel J. Flanigan, Peter S. Kravitz and Deanna Horst **are in ESTOPPEL BY ACQUIESCENCE: and as a result, there is a JUDGMENT BY ESTOPPEL and an INCLUSIVE INVOICE for CASE # 12-12032.** This matter has been agreed and settled in favor for Libellant, Walter Olszewski. Libellees agreed and admitted and settled to all statements and claims made herein by Walter Olszewski, Libellant by TACIT PROCURATION, by simply remaining silent.
(See Exhibit A -- ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321)

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWANCE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

Affiants States, Fact: Libellees are now estopped from entering any rebuttal at all as they have forfeited and waived that right by their inaction and an estoppel now constructively exists. This Court has only now to rule on the evidence of fact and law submitted by Libellant,. Libellees were uncooperative of the Administrative process having failed to respond to the fact and law placed upon the record. They simply offered "general" denials absent the specificity, procedure and clarity, required by law. They then proceeded to delay and impede the progress of the action until they were able to violate Due Process of the Libellant, and failing even to recognize its high importance by ignoring the process placed upon its record. *(See Exhibit A -- ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321)*

Affiants States, Fact: The evidence that Attorney's, Gary S. Lee, Norman S. Rosenbaum and Jordan A. Wishnew of the Law firm MORRISON &FOERSTER LLP Libellees, CONTINUOUSLY SENT LEGAL COURT DOCUMENTS INTENDED FOR Walter Olszewski TO A WRONGFUL MAILING ADDRESS. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

(Exhibit C - Morrison & Forester LLP Court Document Notice letter dated January 17, 2014 – This Court Document Notice letter is addressed to a wrongful Zip code 91101 which is located in a different city, Pasadena CA & and two different addressees; Walter Olszewski vs. Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al, which is an ACTION CONTRARY TO LAWE.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

(Exhibit B – ResCapClaims Processing Center c/o KCC Proof of Claim Confirmation dated 1/ 10/ 2014 – This Court Document Notice Post Card with two different addressees; Walter Olszewski vs. Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al was stamped RECEIVED FEB 03 2014 by IMPERIAL COUNTY TAX COLLECTOR, which is an ACTION CONTRARY TO LAWE.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC and Mr. Joseph Morrow confirmed that Walter Olszewski did not receive a Notice of Commencement because Lilbellant was first identified in the Schedules and was not listed in KCC's matrix at the time of the service of the Notice of Commencement.

Affiants States, FACT: Mr. Joseph Morrow, Supervisor at KCC neglected to state that KCC is sending Court Documents for Walter Olszewski to the wrong addressees. (Exhibit B – Example -- Walter Olszewski Court Documents was sent to IMPERIAL COUNTY TAX COLLECTOR, which is an ACTION CONTRARY TO

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

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THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWANCE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
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LAW E.) (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Joseph Morrow, Supervisor at KCC, lead one to believe there was correct service to Libellant, but neglected to state evidence that there is "NO PROOF OF SERVICE" which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Joseph Morrow supervisor, KCC neglected to state that PROOF OF CLAIM WAS NOT AMENDED AND THE ZIP CODE WAS NOT UPDATED TO 91001 which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Mr. Olszewski corrected the address for service via phone conversation with Mr. Jarrel Phillips, a KCC employee, sometime in October / November 2013. Exhibit A ONE COURT CLAIM with Amendments Inclusive of #7163 #7172 #7310 # 7321

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected to state that Walter Olszewski requested permission from the Trustee for case 12-12032 to please include his "Notarized Affidavit of Loss" in support of his "Notarized B-10 as Walter Olszewski was not allocated sufficient time to file. Walter Olszewski included "PROOF OF SERVICE" for his Affidavit to the United States Bankruptcy Court for the Southern District of New York. (see Exhibit A ONE COURT CLAIM with Amendments Inclusive of #7163 #7172 #7310 # 7321)

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected to state the mailing address in their "Books" for Walter Olszewski was to a wrongful location which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC neglected or failed to state Libellee agreed, admitted and settled to all statements and claims made herein by Libellant and Libellee is ESTOPPEL BY ACQUIESCENCE for their actions.

Affiants States, FACT: Deanna Horst, Chief Claims Officer for Residential Capital, LLC, lead one to believe there was correct service to Libellant, but neglected and/or failed to state evidence that they do not have "PROOF OF SERVICE" which is an ACTION CONTRARY TO LAWE. (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, Fact: Libellant and Libellee cannot validate what court documents have been sent by Libellee to Libellant due to their wrongful mailing address and cannot validate what addressees received Court Documents. Libellee agreed and

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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HURTON-WATSON CONSULTANTS

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
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[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
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admitted that they have **"NO PROOF OF SERVICE."** (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

Affiants States, Fact: Libellant and Libellees have no way of knowing what specific Court Documents Walter Olszewski ever received that were **prevented, obstructed, impeded, or interfered from honest services.** (18 U.S.C.1341, 1343; 18 U.S.C.Sec.1346; 18 U.S.C.1509; 18 U.S.C.1519; 237 U.S. 413,424)

" Coe v. Armour Fertilizer Works, 237 U.S. 413, 424 **The facts and the law do matter and judicial action by judges or the like must be in accords with those presented to the court. This is to assure due process of law and equal protection of the law".**

18 U.S. Code § 1509 - Obstruction of court orders Whoever, by threats or force, willfully **prevents, obstructs, impedes, or interferes** with, or willfully attempts to prevent, obstruct, impede, or interfere with, the due exercise of rights or the performance of duties under any order, judgment, or decree of a court of the United States, shall be fined under this title or imprisoned not more than one year, or both

It is a federal crime to defraud another of property, when either mail or wire communications are used..., **18 U.S.C. 1341, 1343.** Mail or wire fraud includes... to **defraud another of honest services...** (1) used either mail ...(4) with the intent to deprive another of, (5) either property or honest services...Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations)... an order to pay victim restitution... from the offense.

Scheme or artifice to defraud by depriving another of the intangible right of honest services (18 U.S.C. Sec. 1346)

18 U.S. Code § 1519 Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent **to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or contemplation of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both.**

ADMINISTRATIVE REMEDY PROCEDURE

Libellant, by Restricted Appearance and not Generally, has hereby exhausted Libellant's extensive administrative remedies Within the Admiralty ab initio, by Noticing LIBELLEES ET AL.

28 U.S.C. §1333, §1337, §2461 and §2463

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

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THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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AURICOM CAPITAL CONSULTANTS

**OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM**

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

**ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 #7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL**

[28 U.S.C. §§ 1333, 1337]

**ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032**

As an operation of law, Libellant is required to exhaust Libellant's administrative remedies. This Administrative Remedy Within the Admiralty ab initio instrument is cargo as identified Within the Admiralty.

As with any administrative process, Libellees had the right to controvert the statements and/or claims made by Libellant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by Libellees with evidence in support, to the Libellant at the address exactly as given above. Libellees agreed and admitted to all statements and claims made herein by Libellant by TACIT PROCURATION, by simply remaining silent. (*Maxims of Law*)

TORTUROUS CLAIM IN EVENT OF FUTURE LITIGATION

Affiants States, Fact: In the event of a future litigation, this Affidavit will be used as an admission to the above facts. Libellant furthers request nominal, compensatory, punitive and any other damages that the court deems Just and Proper, inclusive of reasonable compensation for "time" necessarily expended to prosecute this action. Punitive damages are in order due to the Respondents frivolous and non-responsive alleged "answers" to Libellant submissions throughout this emotional ordeal; which directly caused unnecessary delay and the subsequent attempt to Libellant to lose his claim and tie up an overburdened Court. Libellant will be entitled to the forfeiture of the operational and public hazard bond of Libellees, by a **torturous claim**. In the event of a future litigation the tort claim is Ten (10) times \$ 2,037,653.92 = **\$20, 376,539.20**) Any and all bonds, assets, of the real parties involved. (*See Exhibit A*)

Power of Attorney

Affiants States, Fact: Power of Attorney: Libellees agreed with the granting unto Libellant, Walter Olszewski's unlimited Power of Attorney when Libellees, failed by not rebutting "Affidavits". Libellees agreed with the granting unto Libellant, Walter Olszewski any and all full authorization in signing or endorsing Libellant's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding of Libellees shall not discharge any obligation(s) of this agreement. (*See Exhibit A*)

ESTOPPEL BY ACQUIESCENCE:

Affiants States, Fact: Libellees admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal. Libellees may not argue, controvert, or otherwise protest the finality of the administrative findings Within the Admiralty in any subsequent process, whether administrative or judicial. (*See Exhibit A*)

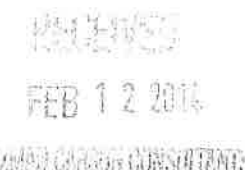
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

6

 COPY

 FEB 12 2014
KURTANIAN GORDON CONSULTANTS

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

Affiants States, Fact: Libellees agreed that Libellant is the real party of interest and has STANDING and POWER OF ATTORNEY.

Affiants States, Fact: Affiant has filed only "ONE COURT CLAIM" with amendments Inclusive of Numbers #7163 #7172 #7310 # 7321 and this AFFIDAVIT.

Affiants States, Fact: Walter Olszewski requested permission from the Trustee to please include his "Notarized Affidavit of Loss" in support of his "Notarized B-10 as Walter Olszewski was not allocated sufficient time to file.

Affiants States, Fact: Affiants is the secured Issuer of the credit and TIMELY FILED Notarized Affidavit of Priority Loss in support of Notarize B- 10 by Registered Mail™ and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC.

Affiants States, Fact: Affiant accepts 28 U.S.C. 453: The Oaths of justice and Judges.

Affiants States, Fact: Affiant accepts 5 U.S.C. 3331: The Oaths of Offices.

Affiants States, FACT: When no verified Affidavit rebuttal of this "EVIDENTIARY REQUEST" was made in a timely manner, a "Certificate of Non-Response" served as an agreement from the Libellees.

Affiants States, FACT: Libellees confirms that Secured Issuer of the credit, Walter Olszewski, Libellant has priority claim in the amount of \$ 2,037,653.92 through tacit procuration to these DECLARATION OF PROOF OF CLAIM AND PROOF OF LOSS IN AN AFFIDAVIT FORM and the whole matter shall be deemed res judicata and stare decisis.

Affiants States, FACT: The stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law became JUDGMENT BY ESTOPPEL And INCLUSIVE INVOICE for CASE # 12-12032

Affiants Demands: LIBELLEES to pay Secured Issuer of the credit, LIBELLANT Walter Olszewski, the priority INVOICE CLAIM in the amount of \$ 2,037,653.92

Affiants States, Fact: In the event of future litigation, Libellees agree to pay torturous claim in the amount Ten (10) times \$ 2,037,653.92 = \$20, 376,539.20.

Affiants Demands: THAT THE HONORABLE JUDGE FIND THE FACTS AND MAKE CONCLUSIONS OF LAWE BASED ON THE EVIDENCE.

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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KURTZMAN GARDEN CONSULTANTS

**OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE
OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM**

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM
ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321
Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
And INCLUSIVE INVOICE for CASE # 12-12032

In Witness hereof I **walter** set my hand/seal/mark;
In Witness by Three (3) Notary Public
My name is **non-negotiable**;
All rights reserved without prejudice.


walter: olszewski
Libellant, Secured Issuer of the Credit

This document is hereby Notarized Without Wavier or Prejudice as to Rights

JURAT

state of California _____)

) ss.

county of Los Angeles _____)

Subscribed and sworn to before me on February 12, 2014

Notary Seal:

walter: olszewski

**Proved to me on her basis of satisfactory evidence to
be the person who appeared before me.**



Signature of Notary Public in and for said State

Tarver Tanya Llanes

Printed Name of Notary

MY COMMISSION EXPIRES: MARCH 17, 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

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KURTZMAN CARSON CONSULTANTS

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CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 12th day of February, 2014
by Date Month Year

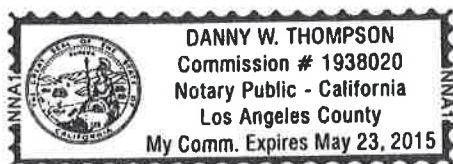
(1) WALTER OLSZEWSKI

(2) _____

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

 **COPY**

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

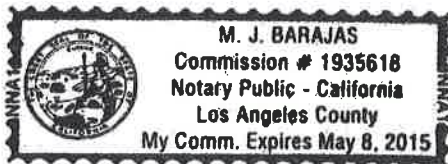
on this 12th day of February, 2014,
by Date Month Year

(1) Walter Dlugosz

(2) _____

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Place Notary Seal Above

Signature

[Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Objections to Fifty-eight Omnibus

Document Date: February 12, 2014 Number of Pages: 20

Signer(s) Other Than Named Above: _____

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321

Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

And INCLUSIVE INVOICE for CASE # 12-12032

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT

PROOF OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

February 12, 2014

Honorable Martin Glenn
United States Bankruptcy Court for the Southern District of New York
Alexander Hamilton Custom House
One Bowling Green, Room 501
New York, New York 10004-1408

Express Mail™ EU 943082179 US

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

Express Mail™ EU 9430825931 US
Certified Mail 7013 3020 0000 3075 8955

Gary S. Lee

Express Mail™ EU 9430825931 US

Norman S. Rosenbaum

Express Mail™ EU 9430825931 US

Jordan A. Wishnew

Express Mail™ EU 9430825931 US

Jennifer L. Marines

Certified Mail 7013 3020 0000 3075 8955

Alexandra Steinberg Barrage

Certified Mail 7013 3020 0000 3075 8955

Todd M. Green

Certified Mail 7013 3020 0000 3075 8955

Lorenzo Marinuzzi

Certified Mail 7013 3020 0000 3075 8955

Office of the United States Trustee for the Southern District of New York

U.S. Federal Office Building

201 Varick Street, Suite 1006

New York, New York, 10014

Linda A. Riffkin

Certified Mail 7013 3020 0000 3139 3902

Brian S. Masumoto

Certified Mail 7013 3020 0000 3139 3896

Office of the United States Attorney General

U.S. Department of Justice

950 Pennsylvania Avenue

NW, Washington, DC 20530-0001

US Attorney General, Eric H. Holder, Jr. Certified Mail 7013 3020 0000 3139 3889

Office of the New York State Attorney General

The Capitol

Albany, NY 12224-0341

Nancy Lord, Esq.

Certified Mail 7013 3020 0000 3139 3872

Enid N. Stuart, Esq.

Certified Mail 7013 3020 0000 3139 3865

Office of the U.S. Attorney for the Southern District of New York

One St. Andrews Plaza

New York, New York 10007

Joseph N. Cordaro, Esq.

Certified Mail 7013 3020 0000 3139 3858

The ResCap Borrower Claims Trust

Express Mail™ EU 943082616 US

Polsinelli PC

900 Third Avenue, 21st Floor

New York, NY 10022

Daniel J. Flanigan

Express Mail™ EU 943082616 US

Peter S. Kravitz

Express Mail™ EU 943082616 US

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321

Walter Olszewski ACCEPTS ALL BONDED OATHS of OFFICES of the COURT UNDER NOTARY SEAL

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

And INCLUSIVE INVOICE for CASE # 12-12032

RE: DECLARATION OF AFFIDAVIT OF OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE UNDER NOTARY PRESENTMENT

RE: DECLARATION OF AFFIDAVIT OF OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM UNDER NOTARY PRESENTMENT

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 # 7321

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

And INCLUSIVE INVOICE for CASE # 12-12032

ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF AFFIDAVIT OF OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE UNDER NOTARY PRESENTMENT and DECLARATION OF AFFIDAVIT OF OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM UNDER NOTARY PRESENTMENT, ALL WITNESS BY THREE (3) NOTARY PUBLIC and PROOF OF SERVICE.

I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not too prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW62A.3.505, and RCW 62A.3.504.

**DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE**

Court Documents were prevented, obstructed, impeded, or interfered and/or never received

PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD



COPY

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT

OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

OPPOSITION TO EXPUNGEMENT & DISALLOWACE OF Walter Olszewski CLAIM IN AFFIDAVIT FORM

PROOF OF CLAIM & PROOF OF LOSS IN AN AFFIDAVIT FORM

ONE COURT CLAIM with Amendments Inclusive of Numbers #7163 #7172 #7310 #7321

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[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

And INCLUSIVE INVOICE for CASE # 12-12032

This record certifies that the above document was delivered via Express Mail™ and or Certified Mail by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

All replies must be made by certified mail addressed as follows to the correct addressee and to both correct locations:

Walter Olszewski
c/o Tanya Llanes Tarver, Notary Public
P.O. BOX 50202
Pasadena, California 91105

Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001-3933

All other replies will be certified as a non-response, and in dishonor.

February 12, 2014

Awaiting your timely response,
Regards,

STATE OF CALIFORNIA)
)
COUN'TY OF LOS ANGELES)

 **COPY**

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct, WITNESS MY HAND.




Tanya Llanes Tarver, Notary Public

My Commission expires: MARCH 17 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
OBJECTIONS TO FIFTY-EIGHTH OMNIBUS DUE TO ACTIONS CONTRARY TO LAWE

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PROOF OF SERVICE

THERE IS NO STATUTE OF LIMITATIONS FOR FRAUD



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Corporate Restructuring : Active Cases : Residential Capital, LLC et al.

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Claim Form](#)
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[Voluntary Petition\(s\)](#)
[Disclaimer](#)

Residential Capital, LLC et al. Search Results

Debtor(s): All Debtors

Creditor Name: Begins With "walter olszewski"

Claim Amount Type: Filed Claim Amount

Date Claim Filed	Claim No.	Name	Filed Claim Amount	Filed Claim Nature	Debtor	PDF
9/3/2013	7163	<u>Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al</u>	\$612,000.00	Secured	GMAC Mortgage, LLC	<u>Y</u> (1166 k)
9/9/2013	7172	<u>Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al</u>	\$612,000.00	Secured	GMAC Mortgage, LLC	<u>Y</u> (1261 k)
1/10/2014	7321	<u>Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al</u>	\$2,037,653.92	Secured	GMAC Mortgage, LLC	<u>Y</u> (2136 k)
11/18/2013	7310	<u>Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al</u>	\$2,037,653.92	Secured	GMAC Mortgage, LLC	<u>Y</u> (1360 k)

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[Help](#)

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

[Kurtzman Carson Consultants](#)
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[Privacy Statement](#)

EXHIBIT A



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ONE COURT CLAIM With Amendments Inclusive Of Numbers #7163, #7172 #7310, #7321

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FEB 12 2014

KURTZMAN CARSON CONSULTANTS

FIRST CLASS
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PERMIT NO. 45049

For more information, please visit www.kccllc.net/rescap or call 1-888-251-2914



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TAX COLLECTOR

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000001

Page 1 of 4

PackID: 1
NameID: 10995344

Walter Olszewski vs Bank of America a coporation
Bank of America Home Loans a corporation Bank of
America NA a et al
104 W Loma Alta Dr
Altadena, CA 91101



**THIS IS A NOTICE REGARDING YOUR CLAIM. YOU MUST READ IT
AND TAKE ACTION IF YOU DISAGREE WITH THE OBJECTION.**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Exhibit C

Page 2 of 4

In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
Post Effective Date Debtors.)	Jointly Administered

**NOTICE OF HEARING ON THE RESCAP BORROWER CLAIMS TRUST'S
FIFTY-EIGHTH OMNIBUS OBJECTION TO (A) AMENDED AND SUPERSEDED
BORROWER CLAIMS, (B) LATE-FILED BORROWER CLAIMS, AND (C) NO
LIABILITY - NON-DEBTOR BORROWER CLAIMS**

**Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a
corporation Bank of America NA a et al**

Proposed Claim(s) to be Disallowed and Expunged				Reason for Disallowance
Claim No(s); Date Filed	Debtor	Classification	Amount	Late-Filed Claims
7172 09/09/13	GMAC Mortgage, LLC	Administrative Priority	N/A	
		Administrative Secured	N/A	
		Secured	\$612,000.00	
		Priority	N/A	
		General Unsecured	N/A	
Proposed Claim(s) to be Disallowed and Expunged				Reason for Disallowance
Claim No(s); Date Filed	Debtor	Classification	Amount	Late-Filed Claims
7163 09/03/13	GMAC Mortgage, LLC	Administrative Priority	N/A	
		Administrative Secured	N/A	
		Secured	\$612,000.00	
		Priority	N/A	
		General Unsecured	N/A	

 **COPY**

PLEASE TAKE NOTICE that, on January 17, 2014, the ResCap Borrower Claims Trust (the "**Trust**"), as successor in interest to the Debtors¹ in the above-captioned Chapter 11 cases, filed its *Fifty-Eighth Omnibus Objection to Late-Filed Borrower Claims* (the "**Objection**") with the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The basis for the claim objection applicable to you is identified in the table above in the column entitled "**Reason for Disallowance**".

The Objection requests that the Bankruptcy Court disallow and expunge one or more of your claims listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED on the ground that the claim(s) is a Late-Filed Borrower Claim. **Any claim that the Bankruptcy Court expunges and disallows will be treated as if it had not been filed and you will not be entitled to any distribution on account thereof.**

If you do NOT oppose the expungement and disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you do NOT need to file a written response to the Objection and you do NOT need to appear at the hearing.

If you DO oppose the expungement and disallowance of your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, then you MUST file with the Bankruptcy Court and serve on the parties listed below a written response to the Objection that is received on or before 4:00 p.m. Prevailing Eastern Time on February 17, 2014 (the "Response Deadline").

Your response, if any, must contain at a minimum the following: (i) a caption setting forth the name of the Bankruptcy Court, the names of the Debtors, the case number and the title of the Objection to which the response is directed; (ii) the name of the claimant and description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed or expunged, for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Objection; (iv) all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court, upon which you will rely in opposing the Objection; (v) the address(es) to which the Trust must return any reply to your response, if different from that presented in the proof of claim; and (vi) the name, address, and telephone number of the person (which may be you or your legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on your behalf.

The Bankruptcy Court will consider a response only if the response is timely filed, served, and received. A response will be deemed timely filed, served, and received only if the original response is actually received on or before the Response Deadline by (i) the chambers of the Honorable Martin Glenn, One Bowling Green, New York, New York 10004, Courtroom 501; (ii) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Gary S. Lee, Esq., Norman S. Rosenbaum, Esq. and Jordan A. Wishnew, Esq., attorneys for the

¹ A list of the debtors in these Chapter 11 cases (the "**Debtors**"), along with the last four digits of each Debtor's federal tax identification number, is available on the Debtors' website at <http://www.kccllc.net/rescap>.

Exhibit C

Page 3 of 4

ResCap Borrower Claims Trust; and (iii) ResCap Borrower Claims Trustee, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022, Attn: Peter S. Kravitz and Daniel J. Flanigan.

A hearing will be held on March 11, 2014 to consider the Objection. The hearing will be held at **10:00 a.m.** Prevailing Eastern Time in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, Courtroom 501. If you file a written response to the Objection, you should plan to appear at the hearing. The Trust, however, reserves the right to continue the hearing on the Objection with respect to your claim(s). If the Trust does continue the hearing with respect to your claim(s), then the hearing will be held at a later date. If the Trust does not continue the hearing with respect to your claim(s), then a hearing on the Objection will be conducted on the above date.

Whether or not the Bankruptcy Court disallows or expunges your claim(s) listed above under PROPOSED CLAIM(S) TO BE DISALLOWED AND EXPUNGED, the Trust has the right to object on other grounds to the claim(s) (or to any other claims you may have filed) at a later date. You will receive a separate notice of any such objections.

You may participate in a hearing telephonically provided that you comply with the Bankruptcy Court's instructions, which can be found on the Bankruptcy Court's website at www.nysb.uscourts.gov.

If you wish to view the complete Objection, you can do so on the Bankruptcy Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the internet at www.nysb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov), or for free at <http://www.kccllc.net/rescap>. If you have any questions about this notice or the Objection, or if you would like to request a complete copy of the Objection at the Trust's expense, please contact the Debtors' approved claims agent Kurtzman Carson Consultants, LLC at (888) 926-3479. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

DATED: January 17, 2014
New York, New York

MORRISON & FOERSTER LLP

1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Norman S. Rosenbaum
Jordan A. Wishnew

ATTORNEYS FOR THE RESCAP
BORROWER CLAIMS TRUST

Exhibit C
Page 4 of 4

COPY

Creditor Data for Claim Number 7321

Help

Creditor: Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001	Date Claim Filed: 1/10/2014 Claim #: 7321 PDF: View Claim (2136 k)
--	---

Debtor Name: GMAC Mortgage, LLC
Debtor Case Number: 12-12032

	Schedule Amount	C*	U*	D*	Filed Claim Amount	Present Claim Amount
GU						
PRI						
SEC					\$2,037,653.92	\$2,037,653.92
AP						
AS						
TOTALS					\$2,037,653.92	\$2,037,653.92

*C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
No records found			

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC	Case Number: 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al Name and address where notices should be sent: NameID: 10995344 Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: 7310 (If known) Filed on: 11/18/2013 <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: Name and address where payment should be sent (if different from above): DEODAR EIGHT SOCIETY P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 798-4422 email: johnotrin@earthlink.net		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().
1. Amount of Claim as of Date Case Filed: \$ \$2,001,653.92 + \$36,000 = \$2,037,653.92 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 8.2507 %		
2. Basis for Claim: Issuer of Promissory notes for \$612,000.00 tendered on 10/27/2006 (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 760-8	3a. Debtor may have scheduled account as: N/A (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: \$612,000.00 Annual Interest Rate 8.2507 % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable Value of Property: \$612,000.00 (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. If any: \$ N/A Basis for perfection: N/A Amount of Secured Claim: \$ \$2,037,653.92 Amount Unsecured: \$ N/A		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. N/A (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST DEBTOR		
9. Signature: (See instruction #9) Check the appropriate box. <input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Secured Issuer of the Credit Company: _____ (Signature) _____ (Date) Address and telephone number (if different from notice address above): 104 West Loma Alta Drive, Altadena California 91001 Telephone number: _____		

RECEIVED
JAN 10 2014
KURTZMAN CARSON CONSULTANTS
COURT USE ONLY



1212032140110000000000001

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE
TO AGENT A FINAL EXPRESSION IN A RECORD**

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly
Commissioned Notary Public, as a third party with no interest in the matter, merely for
the sole purpose of certifying a response or lack thereof, and at the request of Libellant,
Walter Olszewski, signed and Witness by Three (3) Notary, mailed and delivered to:

Gary S. Lee, Lorenzo Marinuzzi, Todd M. Green, Alexandra Steinberg Barrage, Jennifer
L. Marines: **MORRISON & FOERSTER LLP**
1290 Avenue of the Americas
New York, New York 10104

**RE: DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM
NOTICE OF DECLARATION OF NON-RESPONSE UNDER NOTARY SEAL
CASE # 12-12032, COURT CLAIM # 7163, 7172 and 7310 (All the same Claim)
ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE**

[Registered Mail™ RE 068 418 775 US]

Date: January 10, 2014

Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the
truth, the whole truth, and nothing but the truth.
Truth as a valid statement of reality is sovereign in commerce.
An un rebutted affidavit stands as truth in commerce.
An un rebutted affidavit is acted upon as the judgment in commerce.
Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge,
without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.
It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully
outside of or without the Court.

CERTIFICATE OF NON-RESPONSE

COMMERCIAL OATH AND VERIFICATION

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

COUNTY OF LOS ANGELES))
STATE OF CALIFORNIA))

Commercial Oath and Verification

Page | 1 DEMAND FOR PERFORMANCE —DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA,
STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

I, Tanya Llanes Tarver, Notary Witness states under her Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and certain that Libellant, Walter Olszewski has not received an answer to his administrative notices.

1. **FACT: BANK OF AMERICA, BANK OF AMERICA HOME LOANS, BANK OF AMERICA, N.A., BAC HOME LOANS SERVICING LP; COUNTRYWIDE HOME LOANS, T.D. SERVICE COMPANY, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, WELLS FARGO BANK, NA, GMAC MORTGAGE, et al., failure to cure constituted, as an operation of law, the FINAL admission by Libellees through tacit procuration to the statements, claims and answers to the inquires provided. Said statements, claims and answers to inquire shall be deemed RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL binding on Libellees. Based upon the Libellee(s) default to Libellant's amended petition of International Commercial Claim within the Admiralty Administrative Remedy, **Registered Mail™ RE 778 831 138 US and Case No. GCO49295** Libellees may not argue, controvert, or otherwise protest the administrative findings entered thereby in any subsequent administrative or judicial proceedings. Original Filed July 6, 2012, Los Angeles Superior Court.**
2. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY**, dated August 29, 2013, was Process Served, hereinafter "ICC", along with an Affidavit notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on September 3, 2013, 12:42 pm, evidenced by **PROOF OF SERVICE** by All-N-One Legal Support, INC. Libellant and I have received **no response** by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
3. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY** File No. [**Registered Mail™ RA 329754703 US**] dated August 29, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on September 4, 2013, 9:19 am, evidenced by USPS Tracking™. Libellant and I have received **no response** by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
4. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY** File No. [**Registered Mail™ RA 329754717 US**] dated August 29, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly

Page | 2 DEMAND FOR PERFORMANCE --DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANT

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

recorded by me, were received by United States Bankruptcy Court for the Southern District of New York on September 9, 2013, 1:53 pm, evidenced by USPS Tracking™. Libellant and I have received **no response** from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.

5. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY** dated August 29, 2013, was Process Served, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by United States Bankruptcy Court for the Southern District of New York on September 10, 2013, 1:13 pm, evidenced by **PROOF OF SERVICE** by All-N-One Legal Support, INC. Libellant and I have received **no response** from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
6. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY, (amended), ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE** dated November 18, 2013, was Served, hereinafter "ICC", along with an Affidavit notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on November 18, 2013, evidenced by **stamped RECEIVED NOV 18, 2013 KURTZMAN CARSON CONSULTANTS**. Libellant and I have received **no response** by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
7. The Notary Witness certifies a **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY AB INITIO ADMINISTRATIVE REMEDY, (amended), ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE** File No. [Registered Mail™ RA 329 755 465 US] dated November 18, 2013, hereinafter "ICC", along with an Affidavit of Mailing both notarized and duly recorded by me, were received by **MORRISON & FOERSTER LLC** on November 25, 2013, 3:18 pm, evidenced by USPS Tracking™. Libellant and I have received **no response** from MORRISON & FOERSTER LLP and/or Residential Capital, LLC.
8. The Notary Witness certifies that a **NOTICE OF DEFAULT AND DISHONOR AND 3 DAY OPPORTUNITY TO CURE, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE** dated December 19, 2013 along with an Affidavit of notarized and duly recorded by me, were received by ResCap Claims Processing Center c/o KCC on December 20, 2013, evidenced by **stamped RECEIVED DEC 20, 2013 KURTZMAN CARSON CONSULTANTS**. Libellant and I have received **no response** by MORRISON & FOERSTER LLP and/or Residential Capital, LLC.

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JAN 1 0 2014

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

9. The Notary Witness certifies that a **NOTICE OF DEFAULT AND DISHONOR AND 3 DAY OPPORTUNITY TO CURE, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE**, File No. [Registered Mail™ RA 329 755 828 US] dated December 19, 2013 and File No. Registered Mail™ RE 589 683 284 US] dated December 19, 2013 along with an Affidavit of Mailing both notarized and duly recorded by me, were both received by Libellee, **MORRISON & FOERSTER LLC** on December 27, 2013, 1:31 pm evidenced by return receipt [Registered Mail™ RA 329 755 828 US]. Libellant and I have received **no response** by **MORRISON & FOERSTER LLP** and/or Residential Capital, LLC.
10. The Notary Witness certifies that a Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, **JUDGMENT BY ESTOPPEL AND ASSENT BY NON-RESPONSE**, dated, along with an Affidavit of Mailing both notarized and duly recorded by me, was mailed to Libellee, **MORRISON & FOERSTER LLC** on January 10, 2014 evidenced by return receipt [Registered Mail™ RE 068 418 775 US].

ADMINISTRATIVE REMEDY PROCEDURE

Libellant, by Restricted Appearance and not Generally, has hereby exhausted Libellant's extensive administrative remedies Within the Admiralty ab initio, by Noticing **MORRISON & FOERSTER LLP** and/or Residential Capital, LLC. ET AL. 28 U.S.C. §1333, §1337, §2461 and §2463

As an operation of law, Libellant is required to exhaust Libellant's administrative remedies. This Administrative Remedy Within the Admiralty ab initio instrument is cargo as identified Within the Admiralty.

As with any administrative process, Libellee had the right to controvert the statements and/or claims made by Libellant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by Libellee with evidence in support, to the Libellant at the address exactly as given above. Libellee agreed and admitted to all statements and claims made herein by Libellant by TACIT PROCURATION, by simply remaining silent.

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JAN 10 2014

ESTOPPEL BY ACQUIESCENCE:

KURTZMAN CARSON CONSULTANTS

Page | 4 DEMAND FOR PERFORMANCE —DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM *ab initio* ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal. Libellee may not argue, controvert, or otherwise protest the finality of the administrative findings Within the Admiralty in any subsequent process, whether administrative or judicial.

It is mandatory that Respondent sign and certify under penalty of perjury complete with SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all answers or any other correspondence in response to Affiant's Notice of Administrative Remedy, so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form properly sworn and subscribed to.

This matter is *stare decisis* and *res judicata* and lien debtors are in estoppel by their failure to respond.

Non-performance is certified in the nature of RCW 42.44.080 RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504.

Therefore, Secured Issuer of the credit, Walter Olszewski TIMELY FILED Notarize Affidavit of Priority Loss in support of Notarize B- 10 by Registered Mail™ and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC.

Affiants is the Issuer of the credit and has standing.

Affiants accepts that he is the real party of interest.

Affiants accepts 28 U.S.C. 453: The Oaths of justice and Judges.

Affiants accepts 5 U.S.C. 3331: The Oath of Office.

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured Issuer of the credit, Walter Olszewski priority claim in the amount of \$ 2,037,653.92

Affiants Demands: That the Judge find the facts and make conclusions of law based on the evidence.

Page | 5 DEMAND FOR PERFORMANCE —DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

**DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL**

CASE # 12-12032

COURT CLAIM# 7163, 7172 & 7310

ACCOUNTING AND TRUE BILL

Affiants States: In the event of a future litigation, this letter will be used as an admission to the above facts. Libellant further request nominals, compensatory, punitive and any other damages that the court deem Just and Proper, inclusive of reasonable compensation for "time" necessarily expended to prosecute this action. Punitive damages are in order due to the Respondents frivolous and non-responsive alleged "answers" to Libellant submissions throughout this emotional ordeal; which directly caused unnecessary delay and the subsequent attempt to Plaintiff to lose his claim and tie up an overburdened Superior Court. Walter Olszewski will be entitled to the forfeiture of the operational and public hazard bond of **Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC et al**, and Operational and public hazard bonds of **Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC et al**, and **MORRISON & FOERSTER LLP** by a **tortuous claim**. In the event of a future litigation the tort claim is Ten (10) times \$ 2,037,653.92 = **\$20, 376,539.20**) Any and all bonds, assets, of the real parties involved which may be discovered.

Any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does constitute an admission that such amounts are "not disputed", "not contingent", or "not unliquidated". Further, each debtor has **NO RIGHT** to amend their Schedules and Statements of Financial Affairs. Debtors further has **NO RIGHT** to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

ESTOPPEL BY ACQUIESCENCE: and as a result, THERE IS A JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST THE DEBTOR(S). Defendant's are now estopped from entering any rebuttal at all as they have forfeited and waived that right by their inaction and an estoppel now constructively exists. This Court has only now to rule on the evidence of fact and law submitted by Libellant. Libellees were uncooperative of the Administrative process below having failed to respond to the fact and law placed upon the record. They simply offered "general" denials absent the specificity, procedure and clarity, required by law. They then proceeded to delay and impede the progress of the action until they were able to violate Due Process of the Plaintiff, and failing even to recognize its high importance by ignoring the process placed upon its record. Walter Olszewski requests the court to award any other equitable relief deemed justified in this instant matter, and to close this case.

In Witness hereof I **walter** set my hand/seal/mark;
In Witness by Three (3) Notary
My name is **non-negotiable**;
All rights reserved without prejudice.

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

Page | 6 DEMAND FOR PERFORMANCE —DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY SEAL

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

RECEIVED

JAN 10 2014

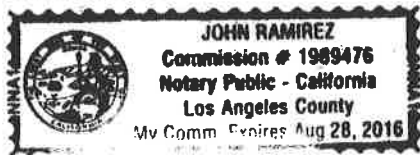
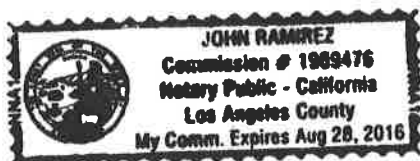
KURTZMAN CARSON CONSULTANTS


Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of LOS ANGELES



Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me

on this 10TH day of JANUARY, 20 14,
by Date Month Year

(1) WALTER OLSZEWSKI

(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

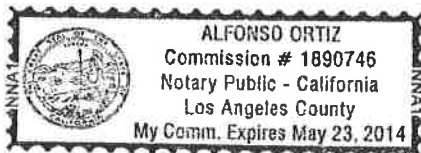
CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)


Signature of Document Signer No. 1

State of California

County of LOS ANGELES



Place Notary Seal Above

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me

on this 10 day of JANUARY, 2014
by Date Month Year

(1) WALTER OLSZEWSKI

(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature 
Signature of Notary Public

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY**

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

CASE # 12-12032

COURT CLAIM# 7163,7172 & 7310

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS
NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD**

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

January 10, 2014

Gary S. Lee

[Registered Mail™ RE 068 418 775 US]

Lorenzo Marinuzzi

Todd M. Green

MORRISON & FOERSTER LLP

Alexandra Steinberg Barrage

1290 Avenue of the Americas

Jennifer L. Marines

New York, New York 10104

**RE: DECLARATION OF AFFIDAVIT OF NON-RESPONSE UNDER NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY**

[28 U.S.C. §§ 1333, 1337]

ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL

UNDER NOTARY SEAL

CASE # 12-12032,

COURT CLAIM # 7163,7172 & 7310

ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE

RECEIVED

JAN 10 2014

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached **DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ESTOPPEL BY ACQUIESCENCE: and as a result, THERE IS A JUDGMENT BY ESTOPPEL WITH A LIEN AGAINST THE DEBTOR(S) UNDER NOTARY SEAL, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE**.

KURTZMAN CARSON CONSULTANTS

I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42.44.080, RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered Mail™ RE 068 418 775 US Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

Page | 1

DEMAND FOR PERFORMANCE

B-10 PROOF OF COMMERCIAL LIEN

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

DECLARATION OF AFFIDAVIT OF NOTARY PRESENTMENT
NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §§ 1333, 1337]
ESTOPPEL BY ACQUIESCENCE: and as a result, JUDGMENT BY ESTOPPEL
CASE # 12-12032 COURT CLAIM# 7163,7172 & 7310

All replies must be made by certified mail addressed as follows:

Walter Olszewski
c/o Tanya Llanes Tarver, Notary Public
P.O. BOX 50202
Pasadena, California 91105

All other replies will be certified as a non-response, and dishonor.

January 10, 2014

Awaiting your timely response,
Regards,

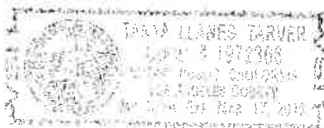
RECEIVED


JAN 10 2014

KURTZMAN CARSON CONSULTANTS

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct,
WITNESS MY HAND.




Tanya Llanes Tarver, Notary Public
My Commission expires: MARCH 17, 2016

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Page | 2

DEMAND FOR PERFORMANCE

B-10 PROOF OF COMMERCIAL LIEN

Libellee admitted the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL, and as a result, JUDGMENT BY ESTOPPEL, and are not subject to appeal.

DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM
CASE # 12-12032 COURT CLAIM # 7310
NOTICE OF DEFAULT 3 DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL

NOTICE OF DEFAULT
3 DAY OPPORTUNITY TO CURE
UNDER NOTARY SEAL

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

RECEIVED

DEC 20 2013

KURTZMAN CARSON CONSULTANTS

At the request of Walter Olszewski, TANYA LLANES TARVER, HAROLD E. REYES AND HENK NEEF, (3) THREE Notary Public certify that on November 18, 2013 a Declaration of Loss in an Affidavit Form was Notarize. An AFFIDAVIT OF NOTARY PRESENTMENT was sent Registered Mail™ RA 329 755 465 US J.

Et al, successor and assigns of and for, with a response due date of November 30, 2013. (Over 10 Days) To date, no response has been received from and 3-Day Opportunity to Cure notice is now being sent to:

Gary S. Lee, Lorenzo Marinuzzi, Todd M. Green, Alexandra Steinberg Barrage & Jennifer L. Marines

RECEIVED

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

MORRISON & FOERSTER LLP fails to take the remedy offered in NOTICE OF DEFAULT, 3 DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL [Registered Mail™ RE 589 683 284 US] that were an oversight, mistake or otherwise unintentional, Walter Olszewski grants the Libellee, MORRISON & FOERSTER LLP, including all Libellees three (3) days, exclusive of the day of receipt, to cure the fault and effect the remedy.

FACT: Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, sent B-10 Form to the wrong zip code address. This fact was confirmed by Mr. Jarrel Phillips, Residential Capital, LLC. FACT: Secured Issuer of the credit, Walter Olszewski received the B-10 after the filing deadline.

Affiant has no record or evidence that proper notification is not essential to basic "Due Process", as per, "To one who protests against the taking of his property without due process of law, it is no answer to say that in his particular case in which due process of law would have led to the same result because he had no adequate defense upon the merits." Coe v. Armour Fertilizer Works, 237 U.S. 413, 424. "It is enough to invoke the procedural safeguards of the Fourteenth Amendment that a significant property interest is at stake, whatever the ultimate outcome of a hearing on the contractual right to continued possession and use of the goods. The facts and the law do matter and judicial action by judges or the like must be in accords with those presented to the court. This is to assure due process of law and equal protection of the law".

FACT: Therefore, Secured Issuer of the credit, Walter Olszewski TIMELY FILED Notarize Affidavit of Priority Loss in support of Notarize B- 10 by [Registered Mail™ RA 329754703 US] and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC

FACT: ResCap Claims Processing assigned three claim numbers 7163, 7172 and 7310.

FACT: Secured Issuer of the credit, Walter Olszewski requests the court to note claims 7163, 7172, and 7310 are duplicate claims. There is only one claim filed with (3) three claim numbers.

FACT: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, confirms that Secured Issuer of the credit, Walter Olszewski has priority claim is in the amount of \$ 2,037,653.92

Case # 12-12032

In Witness by Three (3) Notary Seal

Court Claim # 7310

1 of 5

DECLARATION Of PROOF Of LOSS IN AN AFFIDAVIT FORM
CASE # 12-12032 COURT CLAIM # 7310

NOTICE OF DEFAULT 3 DAY OPORTUNITY TO CURE UNDER NOTARY SEAL
Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC, dba Homecoming

Financial, LLC, provide proof that B -10 was served to Walter Olszewski correct zip code address
by declaration of affidavit.

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured
Issuer of the credit, Walter Olszewski priority claim in the amount of \$ 2,037,653.92

ESTOPPEL BY ACQUIESCENCE: Failure to cure will constitute, as an operation of law, the
FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC dba Homecoming Financial,
LLC, through tacit procurement to this DECLARATION Of LOSS IN AN AFFIDAVIT FORM and the
whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this DECLARATION Of LOSS IN AN
AFFIDAVIT FORM is made in the three days, a "Certificate of Non-Response" serves as Debtor,
GMAC Mortgage, LLC dba Homecoming Financial, LLC, stipulated judgment and
consent/agreement by means of silence with any and all claims and/or violations herein-stated in
the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, dba Homecoming
Financial, LLC, fails by not rebutting to this "Affidavit" Debtor, GMAC Mortgage, LLC, dba
Homecoming Financial, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of
Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC
dba Homecoming Financial, LLC, name upon any instruments in satisfaction of the obligation(s)
of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to
any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and
agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, dba Homecoming
Financial, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in
effect until satisfaction of all obligation(s) including the LOSS OF \$2,037,653.92 by Debtor,
GMAC Mortgage, LLC, dba Homecoming Financial, LLC, has been satisfied.

It is mandatory that Respondent sign and certify under penalty of perjury complete with
SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all
answers or any other correspondence in response to Affiant's Notice of Administrative Remedy,
so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is
held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form
properly sworn and subscribed to.

This matter is *stare decisis* and *res judicata* and lien debtors are in estoppel by their failure to
respond.

You must respond immediately by contacting the above referenced party in care of the
undersigned Notary Public within 6 days upon date of your receipt of said presentment, allowing
for 3 day mailing point to point. Non-performance will be certified in the nature of RCW 42.44.080
RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504. All replies must be made by certified
mail addressed as followed:

walter olszewski
c/o Notary acceptance
TANYA LLANES TARVER
P.O. Box 50202
Pasadena, California (91105)
Transmitting Utility

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

RECEIVED

DEC 20 2013

KURTZMAN CARSON CONSULTANTS

Case # 12-12032

In Witness by Three (3) Notary Seal

Court Claim # 7310

2065

DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM
CASE # 12-12032 COURT CLAIM # 7310
NOTICE OF DEFAULT 3 DAY OPORTUNITY TO CURE UNDER NOTARY SEAL

All other replies will be certified as a non-response, and dishonor

Affiants States: In the event of a future litigation, this letter will be used as an admission to the above facts.

In Witness hereof I walter set my hand/seal/mark;
In Witness by Three (3) Notary
My name is non-negotiable;
All rights reserved without prejudice.


walter: olszewski
Libelant, Secured Party Creditor

This document is hereby Notarized Without Wavier or Prejudice as to Rights

JURAT

state of California _____)
county of Los Angeles _____)

ss.

RECEIVED

DEC 20 2013

KURTZMAN CARSON CONSULTANTS

Subscribed and sworn to before me on December 19,2013

walter: olszewski

Notary Seal:

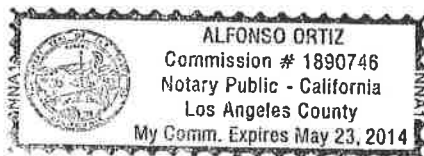
Proved to me on her basis of satisfactory evidence
to be the person who appeared before me.


Signature of Notary Public in and for said State

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS



ALFONSO ORTIZ
Printed Name of Notary

Case # 12-12032

In Witness by Three (3) Notary Seal

Court Claim # 7310

3 of 5

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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JAN 1 0 2014

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DEC 2 0 2013

KURTZMAN CARSON CONSULTANTS

KURTZMAN CARSON CONSULTANTS



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me

on this 19 day of DEC., 20 13.

by

(1) WALTER OLSZENSKI

Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

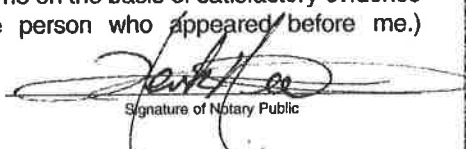
(and

(2) _____

Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature


Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove valuable
to persons relying on the document and could prevent fraudulent removal
and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document:

NOTICE OF DEFAULT 3 DAY
OPPORTUNITY TO CURE UNDER NOTARY
SEAL

Document Date:

DEC 19 2013

Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
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RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

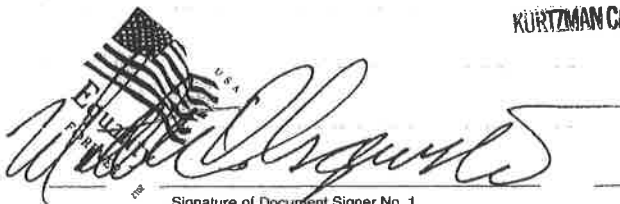
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JAN 10 2014

KURTZMAN CARSON CONSULTANTS

RECEIVED

DEC 21 2013


Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 19 day of December, 2013.
Date Month Year

by
(1) WALTER Olszewski
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable
to persons relying on the document and could prevent fraudulent removal
and reattachment of this form to another document.

Further Description of Any Attached Document

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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OF SIGNER #1
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RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

Gary S. Lee
Lorenzo Marinuzzi
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

[Registered Mail™ RA 329 755 828 US]
[Registered Mail™ RE 589 683 284 US]

RECEIVED

JAN 10 2014

KURTZMAN CARSON CONSULTANTS

RECEIVED

DEC 20 2013

KURTZMAN CARSON CONSULTANTS

RE: **DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM
NOTICE OF DEFAULT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL
CASE # 12-12032, COURT CLAIM # 7310 and
ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, NOTICE OF DEFAULT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL CASE # 12-12032, COURT CLAIM # 7310 and ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski to provide you an opportunity to respond "correctly" IN HONOR, to the included instrument — DECLARATION OF PROOF OF LOSS IN AN AFFIDAVIT FORM, NOTICE OF DEFAULT-3DAY OPPORTUNITY TO CURE UNDER NOTARY SEAL CASE # 12-12032, COURT CLAIM # 7310 and ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE with regard to Walter Olszewski. The said response is to be received by Walter Olszewski in care of the undersigned notary public at the above noted address so it is received no later than ten (10) days beyond the postmark of this presentment. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42.44.080, RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered Mail™ RA 329 755 828 US] Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

All replies must be made by certified mail addressed as follows:

Walter Olszewski
c/o Tanya Llanes Tarver, Notary Public
P.O. BOX 50202
Pasadena, California 91105

All other replies will be certified as a non-response, and dishonor.

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KURTZMAN CARSON CONSULTANTS

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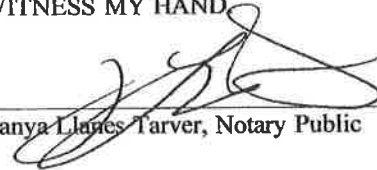
Awaiting your timely response,
Regards,

KURTZMAN CARSON CONSULTANTS

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the forgoing is true and correct,
WITNESS MY HAND


Tanya Llanes Tarver, Notary Public

My Commission expires: MARCH 16, 2017



LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Creditor Data for Claim Number 7310

Help

Creditor: Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al. 104 W Loma Alta Dr Altadena, CA 91001	Date Claim Filed: 11/18/2013 Claim #: 7310 PDF: View Claim (1360 k)
--	--

Debtor Name: GMAC Mortgage, LLC
Debtor Case Number: 12-12032

	Schedule Amount	C*	U*	D*	Filed Claim Amount	Present Claim Amount
GU						
PRI						
SEC					\$2,037,653.92	\$2,037,653.92
AP						
AS						
TOTALS					\$2,037,653.92	\$2,037,653.92

C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
No records found			

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 101 (12-11))

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC	Case Number: 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: 7163 (If known) Filed on: 9/3/2013 <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 8. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1) or (a)(2). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a): Amount entitled to priority: \$2,037,653.92 * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where notices should be sent: NameID: 10995344 Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001		
Telephone number: _____ email: _____		
Name and address where payment should be sent (if different from above): DEODAR EIGHT SOCIETY P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 798-4422 email: deodar@earthlink.net		
1. Amount of Claim as of Date Case Filed: \$ \$2,001,653.92 + \$36,000 = \$2,037,653.92 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 8.2507 %		
2. Basis for Claim: Issuer of Promissory notes for \$612,000.00 tendered on 10/27/2006 (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 760-8	3a. Debtor may have scheduled account as: N/A (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff; attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: \$612,000.00 Annual Interest Rate: 8.2507 % "a" <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable Value of Property: \$ _____ (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ N/A Basis for perfection: N/A Amount of Secured Claim: \$ \$2,037,653.92 Amount Unsecured: \$ N/A		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. N/A (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Secured Issuer of the Credit Company: _____ (Signature) 11/18/2013 (Date) Address and telephone number (if different from notice address above): 104 West Loma Alta Drive, Altadena California 91001 Telephone number: _____ Email: _____		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both		

KURTZMAN CARSON CONSULTANTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles

On 11/18/13
Date

before me, HAROLD E. REYES
Here Insert Name and Title of the Officer

personally appeared WALTER LADDIE OLSZEWSKI
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: B-10 Proof of Claim Document Date: 11/18/13

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles }

On 11-18-2013
Date

before me,

TANYA LLANES TARVER

NOTARY

PUBLIC

Here Insert Name and Title of the Officer

personally appeared

WALTER LADOIE OLSZEWSKI AND

Name(s) of Signer(s)

HAROLD EDUARDO REYES

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: _____

[Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: B-10 CLAIM

Document Date: 11-18-2013

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of LOS ANGELES

On NOV 18 2013

before me,

HENK NEEF, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared

WALTER LADDIE OLSZEWSKI, HAROLD

Name(s) of Signer(s)

EDGARDO REYES, AND TANIA LLANES TARVER



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature:

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: B-10/PROOF OF CLAIM Document Date: NOV 18 2013

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED
CASE # 12-12032 COURT CLAIM # 7163

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

Notice to agent is notice to principal; notice to principal is notice to agent.

FACT: Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, sent B-10 Form to the wrong zip code address. This fact was confirmed by Mr. Jarrel Phillips, Residential Capital, LLC.

FACT: Secured Issuer of the credit, Walter Olszewski received the B10 after the filing deadline.

Affiant has no record or evidence that proper notification is not essential to basic "Due Process", as per; "To one who protests against the taking of his property without due process of law, it is no answer to say that in his particular case in which due process of law would have led to the same result because he had no adequate defense upon the merits." Coe v. Armour Fertilizer Works, 237 U.S. 413, 424. "It is enough to invoke the procedural safeguards of the Fourteenth Amendment that a significant property interest is at stake, whatever the ultimate outcome of a hearing on the contractual right to continued possession and use of the goods. The facts and the law do matter and judicial action by judges or the like must be in accords with those presented to the court. This is to assure due process of law and equal protection of the law".

FACT: Therefore, Secured Issuer of the credit, Walter Olszewski TIMELY FILED Notarize Affidavit of Priority Loss in support of Notarize B- 10 by [Registered Mail™ RA 329754703 US] and Service of Process to both United States Bankruptcy Court for the Southern District of New York and ResCap Claims Processing Center c/o KCC

FACT: ResCap Claims Processing assigned two claim numbers 7163 and 7172.

FACT: Secured Issuer of the credit, Walter Olszewski requests the court to remove claim 7172, which is a duplicate claim.

FACT: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, confirms that Secured Issuer of the credit, Walter Olszewski has priority claim is in the amount of \$ 2,037,653.92

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, provide proof that B 10 was served to Walter Olszewski correct zip code address by declaration of affidavit.

Affiants Demands: Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, pay Secured Issuer of the credit, Walter Olszewski priority claim in the amount of \$ 2,037,653.92

ESTOPPEL BY ACQUIESCENCE: Failure to cure will constitute, as an operation of law, the

DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED
CASE # 12-12032 COURT CLAIM # 7163

FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, through tacit procurator to this DECLARATION OF LOSS IN AN AFFIDAVIT FORM and the whole matter shall be deemed res judicata and stare decisis.

Affiant States: When no verified Affidavit rebuttal of this DECLARATION OF LOSS IN AN AFFIDAVIT FORM is made because it was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, ten (10) days to cure the fault and effect the remedy in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, stipulated judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiant States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, fails by not rebutting to this "Affidavit" Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC dba Homecoming Financial, LLC, name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$2,037,653.92 by Debtor, GMAC Mortgage, LLC, dba Homecoming Financial, LLC, has been satisfied.

It is mandatory that Respondent sign and certify under penalty of perjury complete with SSN number (or TIN) under the laws of the United States of America under 28 USC 1746, all answers or any other correspondence in response to Affiant's Notice of Administrative Remedy, so that Affiant can know that Affiant is dealing with the Respondent(s) and that Respondent(s) is held to only those answers that are true, correct, complete, and not misleading and further;

That any facts alleged in Respondent's response must be of first hand knowledge in affidavit form properly sworn and subscribed to.

CC: Gary S. Lee [Registered Mail™ RA 329 755 465 US]
Lorenzo Marinuzzi
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

In Witness hereof I **walter** set my hand/seal/mark;
In Witness by Three (3) Notary
My name is **non-negotiable**;

Date 11/18/2013


Walter Olszewski

Case # 12-12032

In Witness by Three (3) Notary

Court Claim # 7163

All-N-One Legal Support, Inc.

1545 Wilshire Blvd Suite 715

Los Angeles, CA 90017

(213) 202-3990 Fax: (213) 202-3996

INVOICE DATE: 09/04/2013**INVOICE NUMBER: 0141859-1**

Client No. 3491

Route#: 0

Client Walter Olszewski

Address 104 West Loma Alta Drive

Altadena, CA 91001

Phone: (626) 798-3883

Client File No.:

Contact:

Case No.:

Court: None

Plaintiff: In re: Walter Olszewski

Defendant:

Served: ResCap Claims Processing Center c/o KCC

Documents:

Notarized Affidavit of Loss; Notarized B-10

DESCRIPTION	SERVICES	CHARGES
Served: ResCap Claims Processing Center c/o KCC at 2335 Alaska Avenue, El Segundo, CA 90245. Rec'd check # 2692 For \$360.00. Thank you.	Service of Process	60.00
INVOICE TOTAL		\$ 60.00

Order#: 0141859-1/GINV

Walter Olszewski 104 West Loma Alta Drive Altadena, CA 91001 Attorney For: pro per TELEPHONE NO.: (626) 798-3883 FAX NO. (Optional): E-MAIL ADDRESS (Optional):					FOR COURT USE ONLY
None STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: , CA BRANCH NAME:					
PLAINTIFF (name each): In re: Walter Olszewski DEFENDANT (name each):					
					CASE NUMBER:
PROOF OF SERVICE	HEARING DATE:	DAY:	TIME:	DEPT.:	Ref No. or File No.:

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED COPIES OF THE:

Notarized Affidavit of Loss; Notarized B-10

PARTY SERVED: **ResCap Claims Processing Center c/o KCC**

PERSON SERVED: **Theresa Lumford - Administration**

DATE & TIME OF DELIVERY: **09/03/2013**
12:42 pm

ADDRESS, CITY, AND STATE: **2335 Alaska Avenue**
EI Segundo, CA 90245

MANNER OF SERVICE:

Personal Service - By personally delivering copies.

Fee for Service: 60.00

County: **Los Angeles**

Registration No.: **5644**

All-N-One Legal Support, Inc.
1545 Wilshire Blvd
Los Angeles, CA 90017
(213) 202-3990

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on **September 4, 2013**.

Signature: 

Gabriela Melendez

PROOF OF SERVICE

All-N-One Legal Support, Inc.

1545 Wilshire Blvd Suite 715

Los Angeles, CA 90017

(213) 202-3990 Fax: (213) 202-3996

INVOICE DATE: 09/12/2013**INVOICE NUMBER: 0141861-1**

Client No. 3491

Route#: 0

Client Walter Olszewski

Address 104 West Loma Alta Drive

Altadena, CA 91001

Phone: (626) 798-3883

Client File No.:

Contact:

Case No.:

Court: None

Plaintiff: In re: Walter Olszewski

Defendant:

Seree: United States Bankruptcy Court for the Southern District of New York

Documents:

Notarized Affidavit of Loss; Notarized B-10; Copies of Financial Documents

DESCRIPTION	SERVICES	CHARGES
Documents filed.	Out of State	150.00
INVOICE TOTAL		\$ 150.00

Order#: 0141861-1/GINV

Registered Mail™ RA 329754717 LS

August 29, 2013

*Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001*

*United States Bankruptcy Court
for the Southern District of New York
One Bowling Green, Room 534
New York, New York 10004*

2013 SEP 10 P 1:13

*Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.*

Thank you very much,


Walter Olszewski

AFFIDAVIT Of LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage, LLC mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide **proof** that **B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00.**

Affiants States: that the Debtor, GMAC Mortgage, LLC **"FAULTLY"** listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC **failed to serve the information to Walter Olszewski before the decline to file the B10 form** was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants requests the court: **The right to file Priority secured claim in the amount of \$612,000.00**

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procuracy to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered Mail™ RA 329754717 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor. GMAC Mortgage, LLC's stipulated judgment and consent/ agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor. GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC 's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the **LOSS OF \$612,000.00** by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I **walter** set my hand/seal/mark;

My name is **non-negotiable**;

Date August 29, 2013


Walter Olszewski

Secured Party Creditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of

Los Angeles

On

Date

before me,

Here Insert Name and Title of the Officer

personally appeared

WALTER LADDOIE OLSZEWSKI and

Name(s) of Signer(s)

HAROLD EDGARDO REYES

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature:

[Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

AFFIDAVIT OF LOSS

Document Date:

11-18-2013

Number of Pages:

8

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles

On 11/18/13
Date

before me, HAROLD E. REYES

Here Insert Name and Title of the Officer

personally appeared

WALTER LADDIE OLSZEWSKI

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DECLARATION OF LOSS IN AN

AFFIDAVIT FORM

Document Date: 11/18/13

Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of LOS ANGELES

On NOV 18 2013

before me,

HENK NEEF, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared

WALTER LADDOIE OLSZEWSKI,

Name(s) of Signer(s)

HAROLD EDGARDO REYES, AND TANIA LLANES TARVER



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature:

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

DECLARATION OF LOSS IN AN AFFIDAVIT FORM

Document Date:

NOV 18 2013

Number of Pages:

9

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer Is Representing:

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS
NOTICE TO AGENT A FINAL EXPRESSION IN A RECORD**

It is hereby certified, that on the date noted below, the undersigned Affiant, a Duly Commissioned Notary Public, as a third party with no interest in the matter, merely for the sole purpose of certifying a response or lack thereof, and at the request of Walter Olszewski mailed and delivered to:

Gary S. Lee
Lorenzo Marinuzzi
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

[Registered Mail™ RA 329 755 465 US]

RE: **DECLARATION OF LOSS IN AN AFFIDAVIT FORM ---- AMENDED
CASE # 12-12032, COURT CLAIM # 7163 and AMENDED B-10 PROOF OF CLAIM
ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the instructions of the Authorized Representative of the undersigned Issuer of the credit on the attached DECLARATION OF LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE I am certifying the delivery of said presentment with a demand for your performance in responding to me to certify your response. Your response must be complete in responding point for point, and a copy of your response should also be provided to the undersigned authorized representative of the Issuer of the credit. All responses must be sent via Certified Mail. All responses by any other means will be deemed and certified as a non-response.

The records provided herein comprise a complete and exclusive statement of the agreement of the parties, and represent to the best of my knowledge the course of dealing, course of performance, and usage of trade between the parties and thereby constitute prima facie evidence of the instruments own authenticity and genuineness and of the facts stated in the instruments. The records are private and proprietary and are to be kept confidential so as not to prejudice the rights and interests of the Issuer of the credit.

This observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. The undersigned Notary Public witness is merely a duty-bound messenger.

Now I, Tanya Llanes Tarver, Notary Public, am sending this due presentment to you to notify you, pursuant to Instructions by Walter Olszewski to provide you an opportunity to respond "correctly" IN HONOR, to the included instrument — DECLARATION OF LOSS IN AN AFFIDAVIT FORM, B-10 PROOF OF CLAIM, ALL WITNESS BY THREE (3) NOTARY and PROOF OF SERVICE with regard to Walter Olszewski. The said response is to be received by Walter Olszewski in care of the undersigned notary public at the above noted address so it is received no later than ten (10) days beyond the postmark of this presentment. Authorization to do so is provided herein. Non-performance will be certified in the nature of RCW 42 .44.080, RCW 42.44.010, RCW 62A.3.505, and RCW 62A.3.504.

This record certifies that the above document was delivered via Registered Mail™ RA 329 755 465 US] Return Receipt attached by placing same in a postage paid envelope properly addressed to Recipient(s) at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the-State of California.

Page | 1

DEMAND FOR PERFORMANCE

B-10 PROOF OF CLAIM

AFFIDAVIT OF NOTARY PRESENTMENT

CASE # 12-12032

COURT CLAIM# 7163

All replies must be made by certified mail addressed as follows:

Walter Olszewski
c/o Tanya Llanes Tarver, Notary Public
P.O. BOX 50202
Pasadena, California 91105

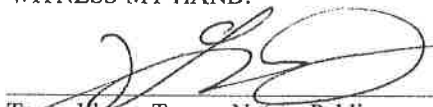
All other replies will be certified as a non-response, and dishonor.

Awaiting your timely response,
Regards,

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

I certify under the penalty of perjury under the laws of the state of California the foregoing is true and correct,
WITNESS MY HAND.


Tanya Llanes Tarver, Notary Public

11-18-2013

My Commission expires: MARCH 17, 2016



Void where prohibited by law.

LAW NOTICE: Notary Public Tanya Llanes Tarver, is not an attorney licensed to practice law in the STATE OF CALIFORNIA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Tanya Llanes Tarver, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties. The Certifying Notary is an independent third party contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Certifying Notary also performs the functions of a quasi- Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

Creditor Data for Claim Number 7172

Help

Creditor: Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001	Date Claim Filed: 9/9/2013 Claim #: 7172 PDF: View Claim (1261 k)
---	--

Debtor Name: GMAC Mortgage, LLC
Debtor Case Number: 12-12032

	Schedule Amount	C*	U*	D*	Filed Claim Amount	Present Claim Amount
GU						
PRI						
SEC					\$612,000.00	\$612,000.00
AP						
AS						
TOTALS					\$612,000.00	\$612,000.00

*C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
1/17/2014	ResCap Borrower Claims Trust's Fifty-Eighth Omnibus Objection to (A) Amended and Superseded Borrower Claims; (B) Late-Filed Borrower Claims; and (C) Non-Debtor Borrower Claims	Late-Filed Borrower Claims	Pending

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC		Case Number: 12-12032
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al Name and address where notices should be sent: Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91101		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: _____ email: _____ Name and address where payment should be sent (if different from above): BUSHA UNLIMITED CORP P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 399-7776 email: johnotria@earthlink.net		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ \$576,000 + \$36,000 = \$612,000.00 Oct. 27, 2006 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 6.9224%		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(9).
2. Basis for Claim: Promissory notes for \$612,000.00 tendered on October 26, 2006 (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 760-8	3a. Debtor may have scheduled account as: N/A (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff. attach required redacted documents and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$612,000.00 Annual Interest Rate 6.9224% <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. 0 if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ \$612,000.00 Amount Unsecured: \$ 0		<div style="border: 2px solid black; padding: 10px; width: 100px; margin: 0 auto;">RECEIVED SEP 16 2013 KURTZMAN CARSON CONSULTANTS</div>
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ N/A (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Sponsor of the Credit Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____		

U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both

001KC0002_51765-S_domestic_21/03/0372180218



1212032130909000000000001

Registered Mail™

RA 329 754 717 US

August 29, 2013

*Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001*



*United States Bankruptcy Court
for the Southern District of New York
One Bowling Green, Room 534
New York, New York 10004*

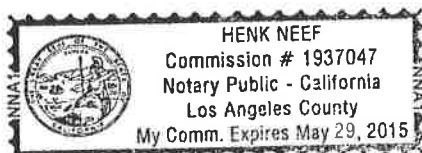
*Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.*

Thank you very much,

Walter Olszewski

JURAT

State of California }
County of Los Angeles } ss.



Notary Seal

Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.



Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: **B 10 FORM / COURT CASE 12-12032**
Number of Pages: **2 (INCLUDING THIS ATTACHMENT)**
Document Date: **August 29, 2013**

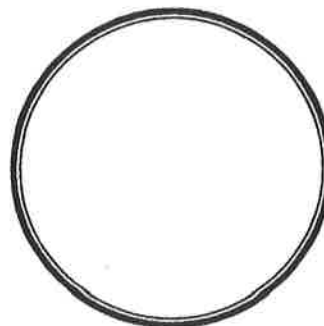
RIGHT THUMPRINT
OF SIGNER #1

A large, empty rectangular box for the right thumbprint of the first signer.

RIGHT THUMPRINT
OF SIGNER #2

A large, empty rectangular box for the right thumbprint of the second signer.

Embosser Seal



AFFIDAVIT OF LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage, LLC mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide **proof** that B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00.

Affiants States: that the Debtor, GMAC Mortgage, LLC "FAULTLY" listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC failed to serve the information to Walter Olszewski before the decline to file the B10 form was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procurator to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered Mail™ RA 329 764 717 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC's stipulated judgment and consent/ agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the LOSS OF \$612,000.00 by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I **walter** set my hand/seal/mark;
My name is **non-negotiable**;

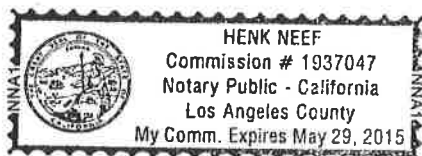
Date August 29, 2013


Walter Olszewski

Secured Party Creditor

JURAT

State of California }
County of Los Angeles } ss.

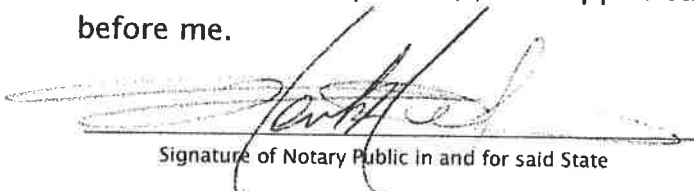


Notary Seal

Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.


Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: **AFFIDAVIT OF LOSS**
Number of Pages: **2 (INCLUDING THIS ATTACHMENT)**
Document Date: **August 29, 2013**

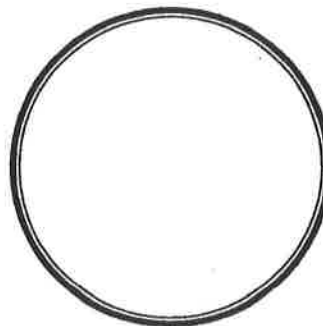
RIGHT THUMPRINT
OF SIGNER #1

A large, empty rectangular box for the right thumbprint of the first signer.

RIGHT THUMPRINT
OF SIGNER #2

A large, empty rectangular box for the right thumbprint of the second signer.

Embosser Seal





New Century Title Company

2105 South Bascom Ave Suite 135
Campbell, CA 95008
Phone: (800) 923-8923 ♦ Fax: (408) 626-6121

October 26, 2006

Escrow No: 72061025SE

Walter Olszewski
Bonita Olszewski
104 West Loma Alta Dr
Altadena, CA 91001

RE: 104 West Loma Alta Dr, Altadena, CA 91001

Dear Walter Olszewski and Bonita Olszewski,

The above referenced escrow closed on 10/27/2006. The following items are enclosed for your records.

- Proceeds wire in the amount of \$84358.44
- Closing Statement
- HUD Settlement Statement
-

It has been a pleasure handling this transaction for you. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely,


Stephanie Evans
Escrow Officer

 COPY

Is Your Contact Information Correct?

Home Phone Number: 626-399-7776
Borrower 1 Work Phone Number: Not on File, Please Provide
Mailing Address: 104 W Loma Alta Dr, Altadena CA 91001-3933

Our customer service center can respond more quickly and accurately to any questions or concerns you encounter during the life of your loan, if we have your correct contact information. If any of this information needs to be updated, please use the form on the back of the coupon or log on to www.homecomings.com. We appreciate your assistance!



SX0268-00A

+ 0126422 000122574 09HWCA 0932798 P258

Pay online: www.homecomings.com

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT
PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515

If sending more than total amount due, please
show how it should be applied and the total
amount enclosed.

Total Amount Due \$ _____
+Additional Principal \$ _____
+Additional Escrow \$ _____
+Future or Partial Payment(s) \$ _____
=Total Amount Enclosed \$ _____

Pay online: www.homecomings.com

Loan Number: 0471197608
Payment Due: 1st of the month

Total Amount Due \$3,300.00
Late fee assessed after the 16th



Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515



0471197608 00019800 00330000

COPY

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT
PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515

Check here and complete
form on reverse side if
your address or other
information has changed.

If sending more than total amount due, please
show how it should be applied and the total
amount enclosed.

Total Amount Due \$ _____
+Additional Principal \$ _____
+Additional Escrow \$ _____
+Future or Partial Payment(s) \$ _____
=Total Amount Enclosed \$ _____

Pay online: www.homecomings.com

Loan Number: 0471197608
Payment Due: 1st of the month

Total Amount Due \$3,300.00
Late fee assessed after the 16th



Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515



0471197608 00019800 00330000

Homecomings Financial

A GMAC Company

OCTOBER 18TH, 2006

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

RE: Loan #: 047-119760-8
Property Address: 104 W LOMA ALTA DRIVE
ALTADENA, CA 91001


Thank you for applying for your mortgage loan with **WALL ST. MORTGAGE INC .**
Your broker has submitted your application to Homecomings Financial
for approval. You will be receiving assorted information and
requests related to your loan application. Among the items you received today are several
disclosure statements which are for your own reference and are not required to be returned
to our office.

If you have any questions regarding the loan application process, please do not hesitate to
contact your loan officer at **WALL ST. MORTGAGE INC .**

Once again, thank you for choosing **WALL ST. MORTGAGE INC** as your broker.
We at Homecomings Financial look
forward to providing you and **WALL ST. MORTGAGE INC** with the highest level of
service.

Sincerely,

Homecomings Financial

 COPY

Pg 67 of 99

NEW CENTURY TITLE COMPANY2105 South Bascom Ave, Suite 135, Campbell, CA 95008
(800) 923-8923**BUYERS/BORROWERS CLOSING STATEMENT**

Final

Buyer/Borrower: Walter Olszewski
Bonita OlszewskiEscrow No: 72061025-169 SE
Close Date: 10/27/2006
Proration Date:
Date Prepared: 10/26/2006
Reference #1:
Reference #2:**CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL**

New Century Title Company

Property: 104 West Loma Alta Dr
Altadena, CA 91001

Description	Debit	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial, LLC		576,000.00
Refinance from Homecomings Financial, LLC		36,000.00
NEW LOAN CHARGES:		
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial, LLC	835.00	
Broker Fee from HF to broker to Wall Street Mortgage (POC \$2,424.96)		
Broker Fee from HF to broker to Wall Street Mortgage (POC \$540.00)		
Prepaid Interest to Homecomings Financial, LLC	650.96	
@ \$108.493 per day From 10/26/06 To 11/01/06		
Yield Spread Premium to Wall Street Mortgage (\$2,424.96)		
0.00 to Wall Street Mortgage (\$540.00)		
ESCROW CHARGES		
Escrow Fee to New Century Title Company	250.00	
RECORDING FEES:		
Recording Fees to New Century Title Company	150.00	
ADDITIONAL CHARGES:		
Notary to ASAP Signing Services	150.00	
1st Installment 2006-2007 tax to Los Angeles Cnty Tax Collector	1,879.97	
PAYOFFS:		
Payoff to Varris Mortgage solutions	446,171.75	
* \$440,953.35 Principal Balance		
* \$5,012.58 Interest to 11-04-2006		
* \$25.00 Demand		
\$119.42 Late Charges		
\$61.40 Recon		
Payoff to Chase Home Equity	63,465.88	
\$62,158.12 Principal Balance		
\$393.40 Interest From 10/03/2006 to 10/31/2006		
\$514.36 Interest till 10-3		
\$400.00 Pre Payment		
TITLE CHARGES:		
Lenders Policy to New Century Title Company	1,363.00	
Owners Policy to New Century Title Company	125.00	
Wire Fees to New Century Title Company	25.00	
Messenger / Fed Ex Fees to New Century Title Company	60.00	
Sub Totals	527,641.56	612,000.00
Refund Due Buyer/Borrower	84,358.44	
Totals	\$612,000.00	\$612,000.00

COPY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

New Century Title Company
105 South Bascom Ave
Suite 135
Campbell, CA 95008
INAL

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.
6. ESCROW FILE NUMBER: 72061025-169 SE 7. LOAN NUMBER: 047-119760-8
8. MORTGAGE INSURANCE CASE NUMBER:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

NAME OF BORROWER: Walter Olszewski and Bonita Olszewski

ADDRESS OF BORROWER: 104 West Loma Alta Dr
Altadena, CA 91001

NAME OF SELLER:

ADDRESS OF SELLER:

NAME OF LENDER: Homecomings Financial, LLC
ADDRESS OF LENDER: 1650 Corporate Circle, Ste 100
Petaluma, CA 94954

PROPERTY LOCATION: 104 West Loma Alta Dr
Altadena, CA 91001
Los Angeles

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
New Century Title Company

COPY

SETTLEMENT AGENT: New Century Title Company
PLACE OF SETTLEMENT: 2105 South Bascom Ave, Suite 135, Campbell, CA 95008
SETTLEMENT DATE: 10/27/2006 PRORATION DATE: FUNDING DATE:

SUMMARY OF BORROWER'S TRANSACTION		SUMMARY OF SELLER'S TRANSACTION	
00. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
01. Contract Sales Price		401. Contract Sales Price	
02. Personal Property		402. Personal Property	
03. Settlement charges to Borrower (line 1400)	18,003.93	403.	
04. Payoff to Varris Mortgage solu	446,171.75	404.	
05. Payoff to Chase Home Equity	63,465.88	405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
06. City/Town Taxes		406. City/Town Taxes	
07. County Taxes		407. County Taxes	
08. Assessments		408. Assessments	
09.		409.	
10.		410.	
11.		411.	
12.		412.	
13.		413.	
14.		414.	
15.		415.	
20. Gross Amount Due from borrower:	527,641.56	420. Gross Amount Due to Seller	
00. Amounts Paid by or in behalf of Borrower:		500. Reductions in Amount Due To Seller:	
01. Deposit or earnest money		501. Excess deposit (see instructions)	
02. Principal amount of new loan(s)	576,000.00	502. Settlement charges to Seller (line 1400)	
Homecomings Financial, LLC	36,000.00	503. Existing loan(s) taken subject to	
03. Existing loan(s) taken subject to		504. Payoff of first mortgage loan	
04.		505. Payoff of second mortgage loan	
05.		506.	
06.		507.	
07.		508.	
08.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
10. City/Town Taxes		510. City/Town Taxes	
11. County Taxes		511. County Taxes	
12. Assessments		512. Assessments	
13.		513.	
14.		514.	
15.		515.	
16.		516.	
17.		517.	
18.		518.	
19.		519.	
20. Total Paid By/For Borrower	612,000.00	520. Total Reductions in Amount Due Seller	
00. Cash at Settlement from/to Borrower:		600. Cash at Settlement to/from Seller:	
01. Gross amount due from Borrower (line 120)	527,641.56	601. Gross amount due to Seller (line 420)	
02. Less amount paid by/for Borrower (line 220)	612,000.00	602. Less reductions in amount due Seller (line 52)	
03. Cash TO Borrower:	84,358.44	603. Cash TO/FROM Seller:	0.00

SETTLEMENT CHARGES

ESCROW FILE NUMBER:

72061025-169 SE

00. Total Sales/Broker's Commission:

Based on Price \$

Division of Commission (line 700) follows:

	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
701. \$		
702. \$		
703. Commission paid at settlement		
704.		

00. Items Payable in Connection With Loan:

801. Loan Origination Fee	
802. Loan Discount Fee	
803. Appraisal Fee	
804. Credit Report	
805. Lenders Inspection Fee	
806. Mortgage Insurance Application Fee	
807. Assumption Fee	
808. Processing to Wall Street Mortgage	995.00
809. Broker Origination to Wall Street Mortgage	11,520.00
810. Lender Loan Charge to Homecomings Financial, LLC	835.00
811. **See attached for breakdown	
Yield Spread Premium to Wall Street Mortgage	(\$2,424.96)
Yield Spread Premium to Wall Street Mortgage	(\$540.00)

00. Items Required By Lender To Be Paid In Advance:

901. Interest from 10/26/06 to 11/01/06 @\$108.493/day (6 days)	650.96
902. Mortgage Insurance Premium	
903. Hazard Insurance Premium	
904.	
905.	

00. Reserves Deposited With Lender:

1001. Hazard Insurance	
1002. Mortgage Insurance	
1003. City Property Taxes	
1004. County Property Taxes	
1005. Annual Assessments	
1006.	
1007.	
1008. AGGREGATE ADJUSTMENT months @ \$	

00. Title Charges:

1101. Settlement or closing fee to New Century Title Company	250.00
1102. Abstract or title search	
1103. Title examination	
1104. Title insurance binder	
1105. Document preparation	
1106. Notary Fees	
1107. Attorney's Fees	
(Includes above item numbers:)	
1108. Title Insurance	
(includes above item numbers:)	
1109. Lender's coverage \$ 576,000.00	1,363.00
1110. Owner's coverage \$	125.00
Lender's coverage \$ 36,000.00	
Lender's coverage \$	
1111.	
1112.	
1113. **See attached for breakdown	85.00

00. Government Recording and Transfer Charges:

1201. Recording Fees: Deed \$ Mortgage \$ 150.00 Release \$	150.00
1202. City/County tax/stamps	
1203. State tax/stamps	
1204. City Transfer Tax	
1205. County Transfer Tax	
1206.	
1207.	

00. Additional Settlement Charges:

1301. Survey to		
1302. Pest Inspection		
1303. Real Property Taxes		
1304. Home Warranty		
1305. HOA Transfer Fee		
1306. HOA Dues/Fees		
1307. **See attached for breakdown	2,029.97	
1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)	18,003.93	0.00

Comments:

Escrow Number:

72061025-169 SE

BREAKDOWN OF NEW LOANS

Description	Buyer Amount	Seller Amount
Homecomings Financial, LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan# 04	576,000.00	
Homecomings Financial, LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan# 04	36,000.00	
Total of New Loans.	612,000.00	

D 600 ITEMS PAYABLE IN CONNECTION WITH LOAN

Description	Buyer Amount	Seller Amount
2. Broker Fee from HF to broker to Wall Street Mortgage (Buyer \$2,424.96 P.O.C.)		
3. Broker Fee from HF to broker to Wall Street Mortgage (Buyer \$540.00 P.O.C.)		
Total as shown on HUD Page 2 Line #811.	0.00	

ID 1113 DETAILED BREAKDOWN OF TITLE CHARGES

Description	Buyer Amount	Seller Amount
14. Wire Fees to New Century Title Company	25.00	
15. Messenger / Fed Ex Fees to New Century Title Company	60.00	
Total as shown on HUD Page 2 Line #1113.	85.00	

ID 1307 DETAILED BREAKDOWN OF ADDITIONAL SETTLEMENT CHARGES

Description	Buyer Amount	Seller Amount
08. Notary to ASAP Signing Services	150.00	
09. 1st Installment 2006-2007 taxes to Los Angeles Cnty Tax Collector	1,879.97	
Total as shown on HUD Page 2 Line #1307.	2,029.97	

 COPY

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: 047-119760-8

Date: 10/09/2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.2507%	\$1,428,680.77	\$572,973.15	\$2,001,653.92

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
12	1744.28	01/01/2007						
12	1875.10	01/01/2008						
12	2015.73	01/01/2009						
2	2166.91	01/01/2010						
321	4782.04	03/01/2010						
1	394663.94	12/01/2036						

RIABLE RATE: Your loan contains a variable-rate feature. Disclosures
out the variable-rate feature have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit: * Property
You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own.
Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

ATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the
overdue payment of principal and interest.

EPAYMENT: If you pay off your loan early, * You may have to pay a penalty.
* You will not be entitled to a refund of part of the finance charge.

SUMPTION: Someone buying your property may assume the remainder of your loan on the
original terms.

1 dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any
required repayment in full before the scheduled date, and prepayment refunds and penalties.

WALTER OLSZEWSKI

Date

COPY

Pg 72 of 99
GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES**Borrower:**

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: 047-119760-8

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

OAN AMOUNT:

\$ 576000.00

ITEMIZATION OF PREPAID FINANCE CHARGES:

809 Broker Fee from HF to Broker to Mortgage Broker
3.25% (P.O.C.) \$18720.00 pd by Lender
810 LENDER LOAN CHARGE TO HPN
811 BROKER PROCESSING FEE
901 Prepaid Interest for (11/01/2006 - 12/01/2006)
1101 Settlement or Closing Fee to CLOSING AGENT FEE

835.00
995.00
946.85
250.00

TOTAL PREPAID FINANCE CHARGE

\$ 3026.85

AMOUNT FINANCED

\$ 572973.15

OTHER SETTLEMENT CHARGES:**AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -**

106 Notary Fee to NOTARY FEE
108 Title Insurance to TITLE
201 Recording Fee

100.00
1680.00
75.00

TOTAL OTHER SETTLEMENT CHARGES

\$ 1855.00

LOAN PROCEEDS

\$ 571118.15

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is for purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

(We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", which describes the loan being applied for is for refinancing the property. If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

WALTER OLSZEWSKI

Date

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

ALTER OLSZEWSKI
 14 W LOMA ALTA DRIVE
 ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
 FINANCIAL NETWORK, INC.)
 P.O. BOX 808024
 PETALUMA, CA 94975-8024

Loan Number: 047-119760-8

Date: 10/18/2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.9224%	\$884,451.25	\$572,973.15	\$1,457,424.40

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
120	3300.00	01/01/2007						
239	4422.61	01/01/2017						
1	4420.61	12/01/2036						

INSURANCE: The following insurance is required to obtain credit: * Property
 You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own.
 Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

FINANCE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the
 overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, * You will not have to pay a penalty.
 * You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property cannot assume the remainder of your loan on the
 original terms.

1 dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any
 required repayment in full before the scheduled date, and prepayment refunds and penalties.

ALTER OLSZEWSKI

Date

Pg 74 of 99
GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES**Borrower:**WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001**Creditor:**HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
Petaluma, CA 94975-8024

Loan Number: 047-119760-8

Date: 10/18/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

LOAN AMOUNT:	\$ 576000.00
---------------------	--------------

ITEMIZATION OF PREPAID FINANCE CHARGES:

809	Broker Fee from HF to Broker to Mortgage Broker	
	0.421% (P.O.C.) \$2424.96 pd by Lender	
810	LENDER LOAN CHARGE TO HFN	835.00
811	BROKER PROCESSING FEE	995.00
901	Prepaid Interest for (11/01/2006 - 12/01/2006)	946.85
1101	Settlement or Closing Fee to CLOSING AGENT FEE	250.00
TOTAL PREPAID FINANCE CHARGE		\$ 3026.85
AMOUNT FINANCED		\$ 572973.15

OTHER SETTLEMENT CHARGES:**AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -**

1106	Notary Fee to NOTARY FEE	100.00
1108	Title Insurance to TITLE	1680.00
1201	Recording Fee	75.00
TOTAL OTHER SETTLEMENT CHARGES		\$ 1855.00
LOAN PROCEEDS		\$ 571118.15

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application to purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

(We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property. If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

WALTER OLSZEWSKI

Date

Creditor: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL
NETWORK, INC.)

Program Name: ADVANTAGE 30YR INT ON
Interest-Only LIBOR ARM

**ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE
YEAR FIXED, 1 YEAR ADJUSTMENT WITH INTEREST RATE LIMIT
(Interest Only YEARS)**

Important Information About the Adjustable Rate Mortgage

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

HOW YOUR INTEREST RATE AND INITIAL PAYMENT ARE DETERMINED:

Your initial interest rate is not based on the index described below which is used to make later adjustments; your initial interest rate may include a discount or premium based on market conditions at the time the loan is made. Ask the Lender about the current amount of discount or premium.

During the period that you make payments of interest only, your payments will be based on the interest rate and loan balance. For the first () years of the loan term, interest only payments are required. This means that the regular monthly payment will not reduce the principal balance during the first () years of your loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

Beginning in year , the payment will be amortized over the remaining term and applied towards principal and interest. Your payment will then be based on the interest rate, loan balance and remaining loan term. Beginning in year and thereafter, your interest rate will be based on an index rate plus a specified number of percentage points (the "Margin").

The interest rate will be based on the average of interbank offered rates for 1-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal (the "Index"), plus the Margin. Ask the Lender for the current interest rate and Margin. The most recently available Index figure as of the date 45 days before each interest rate change date occurs will be used to calculate changes in the interest rate. Another Index may be substituted if this Index ceases to be publicly announced.

Your interest rate will equal the Index rate plus the Margin rounded to the nearest one-eighth of one percentage point (0.125%) unless your interest rate "Cap" limits the amount of change in the interest rate. If this resultant interest rate is lower than the previous interest rate, the Lender must reduce the interest rate. If the resultant interest rate is higher, the Lender has the right to increase the interest rate. Although taking such an increase is optional by the Lender, you should be aware that the Lender has this right and may exercise it.

After the first months, your monthly payment is the amount that will be necessary to pay the loan in full by the end of the loan term in substantially equal payments of principal and interest at the interest rate then in effect.

HOW YOUR INTEREST RATE AND MONTHLY PAYMENT CAN CHANGE:

Your interest rate can change on the th month and every 12 months thereafter. The cap on an increase or decrease to your interest rate at the initial adjustment will be set at percentage points. The cap on increases or decreases to your interest rate at each subsequent adjustment will be set at percentage point(s). The cap on increases to your interest rate over the term of the loan will be set at percentage points above the initial interest rate. The interest rate over the term of the loan will never decrease to a rate lower than the Margin. Ask the Lender for the current per adjustment and lifetime interest rate caps.

During the first months, your monthly payment will consist of interest only and will not require any payment of principal.

Your monthly payment can change on the month and every 12 months thereafter based on changes in the interest rate. Your monthly payment can increase or decrease substantially based on changes in the interest rate.

If you make a prepayment of principal during the interest only period, your payment amount for subsequent payments during the interest only period will be reduced to the amount necessary to pay interest at the then current interest rate on the unpaid principal balance of your loan.

After the first months, Lender will recalculate your monthly payment based on an amount necessary to fully repay the unpaid principal balance at the then current interest rate on the maturity date in equal monthly payments.

NOTICE OF INTEREST RATE AND PAYMENT AMOUNT CHANGES:

- You will be notified in writing at least 25 days but not more than 120 days before the payment adjustment may be made. Your notice will contain information about your interest rates, payment amounts, and loan balance.
- For example, on a \$10,000, 30-year loan with an initial interest rate of 0.000% (an index value in effect January 2005, plus the margin, adjusted by the interest rate discount, and rounded to the nearest one-eighth of one percentage point (0.125)), the maximum amount that the interest rate can increase under this program is 6%, or in this example, to 0.000%. The monthly payment can increase from a first-year payment of \$ to a maximum of \$ in the year, assuming the interest rate were to increase as rapidly as possible.
- To see what your payments would be, divide your loan amount by \$10,000; then multiply the monthly payment by that amount. The initial monthly payment for a 30-year mortgage amount of \$60,000 would be: $\$60,000 \div \$10,000 = 6$; $6 \times \$ = \$$ per month for the first months.

* This disclosure is intended for reference purposes only. It is not an offer to enter into an interest rate or discount point agreement. For properties in Minnesota, such an offer may only be made pursuant to Minnesota Statutes 47.206, subd. 3 and 4.

* Receipt of a copy of this Statement and The Consumer Handbook on Adjustable Rate Mortgages is hereby acknowledged.

Borrower - WALTER OLSZEWSKI

Date

Borrower -

Date

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NEW CENTURY TITLE COMPANY

2105 South Bascom Ave, Suite 135, Campbell, CA 95008

(800) 923-8923

BUYERS/BORROWERS CLOSING STATEMENT

Estimated

Buyer/Borrower: **Walter Olszewski
Bonita Olszewski**Escrow No: **72061025-169 SE**

Close Date:

Proration Date:

Date Prepared: **10/20/2006**

Reference #1:

Reference #2:

Property: **104 West Loma Alta Dr
Altadena, CA 91001**

Description	Debit	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial Network		576,000.00
Refinance from Homecomings Financial Network		36,000.00
NEW LOAN CHARGES:		
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial Network	835.00	
Prepaid Interest to Homecomings Financial Network	759.45	
@ \$108.493 per day From 10/25/06 To 11/01/06		
ESCROW CHARGES		
Escrow Fee to New Century Title Company	250.00	
RECORDING FEES:		
Recording Fees to New Century Title Company	150.00	
ADDITIONAL CHARGES:		
Notary to ASAP Signing Services	150.00	
1st Installment 2006-2007 tax to Los Angeles Cnty Tax Collector	1,879.97	
PAYOFFS:		
Payoff to Varris Mortgage solutions	446,171.75	
\$440,953.35 Principal Balance		
\$5,012.58 Interest to 11-04-2006		
\$25.00 Demand		
\$119.42 Late Charges		
\$61.40 Recon		
Payoff to Chase Home Equity	63,465.88	
\$62,158.12 Principal Balance		
\$393.40 Interest From 10/03/2006 to 10/31/2006		
\$514.36 Interst till 10-3		
\$400.00 Pre Payment		
TITLE CHARGES:		
Lenders Policy to New Century Title Company	1,363.00	
Owners Policy to New Century Title Company	125.00	
Wire Fees to New Century Title Company	25.00	
Messenger / Fed Ex Fees to New Century Title Company	60.00	
Sub Totals	527,750.05	612,000.00
Refund Due Buyer/Borrower	84,249.95	
Totals	\$612,000.00	\$612,000.00

COPY

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: **Walter Olaszewski**Prepared By: **WALL ST. MORTGAGE**
680 S. WINCHESTER BLVD#500
SAN JOSE, CA 95128
408-938-6761Property Address: **104 W Loma Alta Drive**
Altadena, CA 91001Application No: **Olaszewski, Walter**Date Prepared: **04/12/2006**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
2.00 %	\$ 241,506.22	\$ 676,000.00	\$ 817,506.22

☐ **REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
		Monthly Beginning:			Monthly Beginning:			Monthly Beginning:
369	1,744.28							
.1	191,309.70							

COPY

☐ **DEMAND FEATURE:** This obligation has a demand feature.

☐ **VARIABLE RATE FEATURE:** This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance ☐ Credit disability ☐ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$ _____ for a one year term.

SECURITY: You are giving a security interest in:

☐ The goods or property being purchased ☐ Real property you already own.

FILING FEES: \$ _____

LATE CHARGE: If a payment is more than _____ days late, you will be charged _____ % of the payment

PREPAYMENT: If you pay off early, you

☐ may ☐ will not have to pay a penalty.

☐ may ☐ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☐ * means an estimate ☐ all dates and numerical disclosures except the late payment disclosures are estimates.

* NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

Walter Olaszewski
Walter Olaszewski

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)

Page 78 of 99
GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

ALTER OLSZEWSKI
14 W LOMA ALTA DRIVE
TADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: 047-119761-6

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur the settlement of your loan. The fees listed are estimates - the actual charges may be more less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

UN AMOUNT: \$ 36000.00

MINIMIZATION OF PREPAID FINANCE CHARGES:

.09 Broker Fee from HF to Broker to Mortgage Broker	
1.5% (P.O.C.) \$540.00 pd by Lender	
.01 Settlement or Closing Fee to CLOSING AGENT FEE	1.00
TOTAL PREPAID FINANCE CHARGE	\$ 1.00
AMOUNT FINANCED	\$ 35999.00


OTHER SETTLEMENT CHARGES:**AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -**

.06 Notary Fee to NOTARY FEE	20.00
.01 Recording Fee	35.00
TOTAL OTHER SETTLEMENT CHARGES	\$ 55.00
LOAN PROCEEDS	\$ 35944.00

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application purchase residential real property and the lender will take a first lien on the property.

will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) be disclosed to you at settlement.

We hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", which the loan being applied for is for refinancing the property. If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

 COPY

ALTER OLSZEWSKI

Date

Creditor Data for Claim Number 7163

[Help](#)

Creditor: Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91001	Date Claim Filed: 9/3/2013 Claim #: 7163 Schedule: F PDF: View Claim (1166 k)
---	--

Debtor Name: GMAC Mortgage, LLC
Debtor Case Number: 12-12032

	Schedule Amount	C*	U*	D*	Filed Claim Amount	Present Claim Amount
GU	\$0.00	C	U	D		
PRI						
SEC					\$612,000.00	\$612,000.00
AP						
AS						
TOTALS	\$0.00	C	U	D	\$612,000.00	\$612,000.00

*C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
1/17/2014	ResCap Borrower Claims Trust's Fifty-Eighth Omnibus Objection to (A) Amended and Superseded Borrower Claims; (B) Late-Filed Borrower Claims; and (C) Non-Debtor Borrower Claims	Late-Filed Borrower Claims	Pending

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

Claim #7163 Date Filed: 9/3/2013

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC		Case Number: 12-12032
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al Name and address where notices should be sent: NameID: 10995344 Walter Olszewski vs Bank of America a coporation Bank of America Home Loans a coporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91101		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Telephone number: email: Name and address where payment should be sent (if different from above): BUSHA UNLIMITED CORP P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 399-7776 email: johnnotrin@earthlink.net		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$576,000 + \$36,000 = \$612,000.00 Oct. 27, 2006 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 6.9224%		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
2. Basis for Claim: Promissory notes for \$612,000.00 tendered on October 26, 2006 (See instruction #2)	3. Last four digits of any number by which creditor identifies debtor: 760-8	3a. Debtor may have scheduled account as: N/A (See instruction #3a)
3b. Uniform Claim Identifier (optional): (See instruction #3b)		
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff; attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$612,000.00 Annual Interest Rate 6.9224% x% <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. If any: \$ 0 Basis for perfection: 0 Amount of Secured Claim: \$ \$612,000.00 Amount Unsecured: \$ 0		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ N/A (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other endorser. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Sponsor of the Credit Company: Aug 27 2013 Address and telephone number (if different from notice address above): Telephone number: email:		

Amount entitled to priority:

\$ **612,000.00**

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

RECEIVED

SEP 03 2013

KURTZMAN CARSON CONSULTANTS

COURT USE ONLY

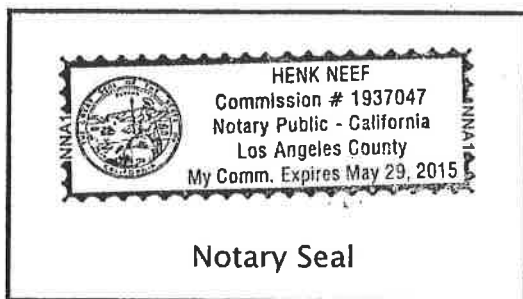
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

001KC0002_51765-5_domestic_21030937180218

1212032120824150615002972

JURAT

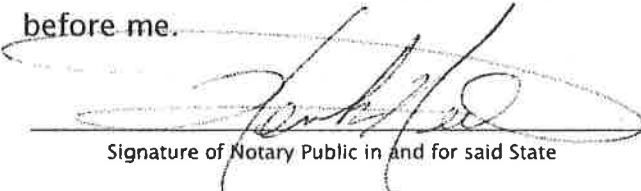
State of California }
County of Los Angeles } ss.



Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.


Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: **B 10 FORM / COURT CASE 12-12032**

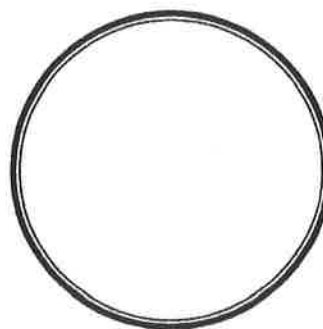
Number of Pages: **2 (INCLUDING THIS ATTACHMENT)**

Document Date: **August 29, 2013**

RIGHT THUMPRINT
OF SIGNER #1

RIGHT THUMPRINT
OF SIGNER #2

Embosser Seal



Registered Mail™ RA 329754703 US

August 29, 2013

*Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001*

*ResCap Claims Processing Center c/o KCC
2335 Alaska Ave
El Segundo, CA 90245*

*Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.*

Thank you very much,


Walter Olszewski

AFFIDAVIT Of LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage, LLC mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide **proof** that **B 10 was served before the dead line for Walter Olszewski to file priority claim in the amount of \$612,000.00.**

Affiants States: that the Debtor, GMAC Mortgage, LLC **"FAULTLY"** listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC **failed to serve the information to Walter Olszewski before the decline to file the B10 form** was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procurement to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered Mail™ RA 329754703 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC's stipulated judgment and consent/ agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC 's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the **LOSS OF \$612,000.00** by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I **walter** set my hand/seal/mark;

My name is **non-negotiable**;

Date August 29, 2013


Walter Olszewski

Secured Party Creditor

JURAT

State of California }
County of Los Angeles } ss.



Notary Seal

Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.


Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: **AFFIDAVIT OF LOSS**
Number of Pages: **2 (INCLUDING THIS ATTACHMENT)**
Document Date: **August 29, 2013**

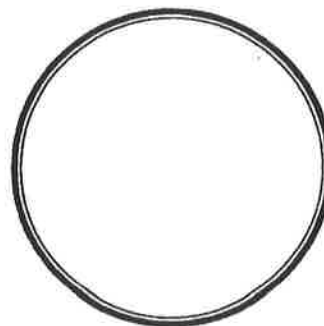
RIGHT THUMPRINT
OF SIGNER #1

A large, empty rectangular box intended for the right thumbprint of the first signer.

RIGHT THUMPRINT
OF SIGNER #2

A large, empty rectangular box intended for the right thumbprint of the second signer.

Embosser Seal





New Century Title Company

2105 South Bascom Ave Suite 135
Campbell, CA 95008
Phone: (800) 923-8923 ♦ Fax: (408) 626-6121

October 26, 2006

Escrow No: [REDACTED] 25SE

Walter Olszewski
Bonita Olszewski
104 West Loma Alta Dr
Altadena, CA 91001



COPY

RE: 104 West Loma Alta Dr, Altadena, CA 91001

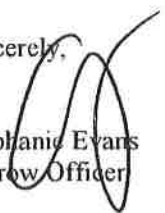
Dear Walter Olszewski and Bonita Olszewski,

The above referenced escrow closed on 10/27/2006. The following items are enclosed for your records.

- Proceeds wire in the amount of \$84358.44
- Closing Statement
- HUD Settlement Statement
-

It has been a pleasure handling this transaction for you. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely,


Stephanie Evans
Escrow Officer

Homecomings Financial
A GMAC Company

Is Your Contact Information Correct?

Home Phone Number: 626-399-7776
Borrower 1 Work Phone Number: Not on File, Please Provide
Mailing Address: 104 W Loma Alta Dr, Altadena CA 91001-3933

Our customer service center can respond more quickly and accurately to any questions or concerns you encounter during the life of your loan, if we have your correct contact information. If any of this information needs to be updated, please use the form on the back of the coupon or log on to www.homecomings.com. We appreciate your assistance!

+ 0126422 000122574 09H-WCA 0932798 P258



SX0268-00A

Pay online: www.homecomings.com

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT
PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515

Pay online: www.homecomings.com

Loan Number: [REDACTED] 7608
Payment Due: 1st of the month

Total Amount Due \$3,300.00
Late fee assessed after the 16th

If sending more than total amount due, please
show how it should be applied and the total
amount enclosed.

Total Amount Due \$ _____
+Additional Principal \$ _____
+Additional Escrow \$ _____
+Future or Partial Payment(s) \$ _____
=Total Amount Enclosed \$ _____



Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515



[REDACTED] 7608 00019800 00330000



COPY

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT
PLEASE INCLUDE LOAN NUMBER ON YOUR CHECK

Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515

Check here and complete
form on reverse side if
your address or other
information has changed.

Pay online: www.homecomings.com

Loan Number: [REDACTED] 7608
Payment Due: 1st of the month

Total Amount Due \$3,300.00
Late fee assessed after the 16th

If sending more than total amount due, please
show how it should be applied and the total
amount enclosed.

Total Amount Due \$ _____
+Additional Principal \$ _____
+Additional Escrow \$ _____
+Future or Partial Payment(s) \$ _____
=Total Amount Enclosed \$ _____



Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515



[REDACTED] 7608 00019800 00330000

Homecomings Financial

A GMAC Company

OCTOBER 18TH, 2006

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

RE: Loan #: [REDACTED] 760-8
Property Address: 104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Thank you for applying for your mortgage loan with **WALL ST. MORTGAGE INC .**
Your broker has submitted your application to Homecomings Financial
for approval. You will be receiving assorted information and
requests related to your loan application. Among the items you received today are several
disclosure statements which are for your own reference and are not required to be returned
to our office.

If you have any questions regarding the loan application process, please do not hesitate to
contact your loan officer at **WALL ST. MORTGAGE INC .**

Once again, thank you for choosing **WALL ST. MORTGAGE INC** as your broker.
We at Homecomings Financial look
forward to providing you and **WALL ST. MORTGAGE INC** with the highest level of
service.

Sincerely,

Homecomings Financial

 COPY

NEW CENTURY TITLE COMPANY
2105 South Bascom Ave, Suite 135, Campbell, CA 95008
(800) 923-8923
BUYERS/BORROWERS CLOSING STATEMENT
Final

Buyer/Borrower: **Walter Olszewski**
Bonita Olszewski

Escrow No: **69 SE**
Close Date: **10/27/2006**
Proration Date:
Date Prepared: **10/26/2006**
Reference #1:
Reference #2:

**CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL**

New Century Title Company

Property: **104 West Loma Alta Dr**
Altadena, CA 91001

Description	Debit	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial, LLC		576,000.00
Refinance from Homecomings Financial, LLC		36,000.00
NEW LOAN CHARGES:		
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial, LLC	835.00	
Broker Fee from HF to broker to Wall Street Mortgage (POC \$2,424.96)		
Broker Fee from HF to broker to Wall Street Mortgage (POC \$540.00)		
Prepaid Interest to Homecomings Financial, LLC	650.96	
@ \$108.493 per day From 10/26/06 To 11/01/06		
Yield Spread Premium to Wall Street Mortgage (\$2,424.96)		
0.00 to Wall Street Mortgage (\$540.00)		
ESCROW CHARGES		
Escrow Fee to New Century Title Company	250.00	
RECORDING FEES:		
Recording Fees to New Century Title Company	150.00	
ADDITIONAL CHARGES:		
Notary to ASAP Signing Services	150.00	
1st Installment 2006-2007 tax to Los Angeles Cnty Tax Collector	1,879.97	
PAYOFFS:		
Payoff to Varris Mortgage solutions	446,171.75	
\$440,953.35 Principal Balance		
\$5,012.58 Interest to 11-04-2006		
\$25.00 Demand		
\$119.42 Late Charges		
\$61.40 Recon		
Payoff to Chase Home Equity	63,465.88	
\$62,158.12 Principal Balance		
\$393.40 Interest From 10/03/2006 to 10/31/2006		
\$514.36 Interst till 10-3		
\$400.00 Pre Payment		
TITLE CHARGES:		
Lenders Policy to New Century Title Company	1,363.00	
Owners Policy to New Century Title Company	125.00	
Wire Fees to New Century Title Company	25.00	
Messenger / Fed Ex Fees to New Century Title Company	60.00	
Sub Totals	527,641.56	612,000.00
Refund Due Buyer/Borrower	84,358.44	
Totals	\$612,000.00	\$612,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

New Century Title Company
2105 South Bascom Ave
Suite 135
Campbell, CA 95008

FINAL

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

NAME OF BORROWER:

Walter Olszewski and Bonita Olszewski

ADDRESS OF BORROWER:

104 West Loma Alta Dr
Altadena, CA 91001

NAME OF SELLER:

ADDRESS OF SELLER:

NAME OF LENDER:

ADDRESS OF LENDER:

Homecomings Financial, LLC
1650 Corporate Circle, Ste 100
Petaluma, CA 94954
104 West Loma Alta Dr
Altadena, CA 91001
Los Angeles

SETTLEMENT AGENT:

New Century Title Company

PLACE OF SETTLEMENT:

2105 South Bascom Ave, Suite 135, Campbell, CA 95008

SETTLEMENT DATE:

10/27/2006

PRORATION DATE:

FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	18,003.93	403.	
104. Payoff to Varris Mortgage solu	446,171.75	404.	
105. Payoff to Chase Home Equity	63,465.88	405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due from borrower:	527,641.56	420. Gross Amount Due to Seller	
200. Amounts Paid by or in behalf of Borrower:		500. Reductions in Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	576,000.00	502. Settlement charges to Seller (line 1400)	
Homecomings Financial, LLC	36,000.00	503. Existing loan(s) taken subject to	
203. Existing loan(s) taken subject to		504. Payoff of first mortgage loan	
204.		505. Payoff of second mortgage loan	
205.		506.	
206.		507.	
207.		508.	
208.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	612,000.00	520. Total Reductions in Amount Due Seller	
300. Cash at Settlement from/to Borrower:		600. Cash at Settlement to/from Seller:	
301. Gross amount due from Borrower (line 120)	527,641.56	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Borrower (line 220)	612,000.00	602. Less reductions in amount due Seller (line 52)	
303. Cash TO Borrower:	84,358.44	603. Cash TO/FROM Seller:	0.00

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
New Century Title Company

COPY

L. SETTLEMENT CHARGES:

ESCROW FILE NUMBER:

OMB No 2502-0265

69 SE

700. Total Sales/Broker's Commission:

Based on Price \$

Division of Commission (line 700) follows:

Paid from
Borrower's
Funds at
Settlement

Paid from
Seller's
Funds at
Settlement

701. \$

702. \$

\$

703. Commission paid at settlement

704.

800. Items Payable In Connection With Loan:

801. Loan Origination Fee

802. Loan Discount Fee

803. Appraisal Fee

804. Credit Report

805. Lenders Inspection Fee

806. Mortgage Insurance Application Fee

807. Assumption Fee

808. Processing to Wall Street Mortgage

995.00

809. Broker Origination to Wall Street Mortgage

11,520.00

810. Lender Loan Charge to Homecomings Financial, LLC

835.00

811. **See attached for breakdown

Yield Spread Premium to Wall Street Mortgage

(\$2,424.96)

Yield Spread Premium to Wall Street Mortgage

(\$540.00)

900. Items Required By Lender To Be Paid In Advance:

901. Interest from 10/26/06 to 11/01/06 @\$108.493/day (6 days)

650.96

902. Mortgage Insurance Premium

903. Hazard Insurance Premium

904.

905.

1000. Reserves Deposited With Lender:

1001. Hazard Insurance

1002. Mortgage Insurance

1003. City Property Taxes

1004. County Property Taxes

1005. Annual Assessments

1006.

1007.

1008. AGGREGATE ADJUSTMENT months @\$

1100. Title Charges:

1101. Settlement or closing fee to New Century Title Company

250.00

1102. Abstract or title search

1103. Title examination

1104. Title insurance binder

1105. Document preparation

1106. Notary Fees

1107. Attorney's Fees

(includes above item numbers:)

1108. Title Insurance

(includes above item numbers:)

1109. Lender's coverage \$ 576,000.00

1,363.00

1110. Owner's coverage \$

125.00

Lender's coverage \$ 36,000.00

Lender's coverage \$

1111.

1112.

1113. **See attached for breakdown

85.00

1200. Government Recording and Transfer Charges

1201. Recording Fees: Deed \$

Mortgage \$

150.00 Release \$

150.00

1202. City/County tax/stamps

1203. State tax/stamps

1204. City Transfer Tax

1205. County Transfer Tax

1206.

1207.

1300. Additional Settlement Charges:

1301. Survey to

1302. Pest Inspection

1303. Real Property Taxes

1304. Home Warranty

1305. HOA Transfer Fee

1306. HOA Dues/Fees

1307. **See attached for breakdown

2,029.97

1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)

18,003.93

0.00

Attachments:

Escrow Number:

OMB No 2502-0265

59 SE

BREAKDOWN OF NEW LOANS

Description	Buyer Amount	Seller Amount
Homecomings Financial, LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan# 04	576,000.00	
Homecomings Financial, LLC, 1650 Corporate Circle, Ste 100, Petaluma, CA 94954, Loan# 04	36,000.00	
Total of New Loans.	612,000.00	

HUD 800 ITEMS PAYABLE IN CONNECTION WITH LOAN


Description	Buyer Amount	Seller Amount
812. Broker Fee from HF to broker to Wall Street Mortgage (Buyer \$2,424.96 P.O.C.)		
813. Broker Fee from HF to broker to Wall Street Mortgage (Buyer \$540.00 P.O.C.)		
Total as shown on HUD Page 2 Line #811.	0.00	

HUD 1113 DETAILED BREAKDOWN OF TITLE CHARGES

Description	Buyer Amount	Seller Amount
1114. Wire Fees to New Century Title Company	25.00	
1115. Messenger / Fed Ex Fees to New Century Title Company	60.00	
Total as shown on HUD Page 2 Line #1113.	85.00	

HUD 1307 DETAILED BREAKDOWN OF ADDITIONAL SETTLEMENT CHARGES

Description	Buyer Amount	Seller Amount
1308. Notary to ASAP Signing Services	150.00	
1309. 1st Instalment 2006-2007 tax to Los Angeles Cnty Tax Collector	1,879.97	
Total as shown on HUD Page 2 Line #1307.	2,029.97	

 COPY

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: [REDACTED] 761-6

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

LOAN AMOUNT:		\$ 36000.00
ITEMIZATION OF PREPAID FINANCE CHARGES:		
809	Broker Fee from HP to Broker to Mortgage Broker 1.5% (P.O.C.) \$540.00 pd by Lender	
1101	Settlement or Closing Fee to CLOSING AGENT FEE	1.00
TOTAL PREPAID FINANCE CHARGE		\$ 1.00
AMOUNT FINANCED		\$ 35999.00
OTHER SETTLEMENT CHARGES:		
AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -		
1106	Notary Fee to NOTARY FEE	20.00
1201	Recording Fee	35.00
TOTAL OTHER SETTLEMENT CHARGES		\$ 55.00
LOAN PROCEEDS		\$ 35944.00

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

I (We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property.
If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

COPY

WALTER OLSZEWSKI

Date

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: Walter Olaszewski

Prepared By: WALL ST. MORTGAGE
580 S. WINCHESTER BLVD#600
SAN JOSE, CA 95128
408-938-6761

Property Address: 104 W Loma Alta Drive
Altadena, CA 91001

Application No: Olaszewski, Walter

Date Prepared: 04/12/2008

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
2.000 %	\$ 241,508.22	\$ 676,000.00	\$ 817,806.22

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
360	1,744.28	Monthly Beginning:			
1	191,308.70				

COPY

☐ DEMAND FEATURE: This obligation has a demand feature.

☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance ☐ Credit disability ☐ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$ for a one year term.

SECURITY: You are giving a security interest in:

☐ The goods or property being purchased ☐ Real property you already own.

FILING FEES: \$

LATE CHARGE: If a payment is more than days late, you will be charged % of the payment

PREPAYMENT: If you pay off early, you

☐ may ☐ will not have to pay a penalty.

☐ may ☐ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☐ * means an estimate ☐ all dates and numerical disclosures except the late payment disclosures are estimates.

* NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

Walter Olaszewski

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: [REDACTED] 760-8

Date: 10/09/2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.2507%	\$1,428,680.77	\$572,973.15	\$2,001,653.92

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
12	1744.28	01/01/2007						
12	1875.10	01/01/2008						
12	2015.73	01/01/2009						
2	2166.91	01/01/2010						
321	4782.04	03/01/2010						
1	394663.94	12/01/2036						

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VARIABLE RATE: Your loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit: * Property
You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own.
Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the
overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, * You may have to pay a penalty.
* You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property may assume the remainder of your loan on the
original terms.

All dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any
required repayment in full before the scheduled date, and prepayment refunds and penalties.

WALTER OLSZEWSKI

Date

NEW CENTURY TITLE COMPANY
2105 South Bascom Ave, Suite 135, Campbell, CA 95008
(800) 923-8923
BUYERS/BORROWERS CLOSING STATEMENT
Estimated

Buyer/Borrower: **Walter Olszewski**
Bonita Olszewski

Escrow No: **69 SE**
Close Date:
Proration Date:
Date Prepared: **10/20/2006**
Reference #1:
Reference #2:

Property: **104 West Loma Alta Dr**
Altadena, CA 91001

Description	Debit	Credit
NEW AND EXISTING ENCUMBRANCES:		
Refinance from Homecomings Financial Network		576,000.00
Refinance from Homecomings Financial Network		36,000.00
NEW LOAN CHARGES:		
Processing to Wall Street Mortgage	995.00	
Broker Origination to Wall Street Mortgage	11,520.00	
Lender Loan Charge to Homecomings Financial Network	835.00	
Prepaid Interest to Homecomings Financial Network	759.45	
@ \$108.493 per day From 10/25/06 To 11/01/06		
ESCROW CHARGES		
Escrow Fee to New Century Title Company	250.00	
RECORDING FEES:		
Recording Fees to New Century Title Company	150.00	
ADDITIONAL CHARGES:		
Notary to ASAP Signing Services	150.00	
1st Installment 2006-2007 tax to Los Angeles Cnty Tax Collector	1,879.97	
PAYOFFS:		
Payoff to Varris Mortgage solutions	446,171.75	
\$440,953.35 Principal Balance		
\$5,012.58 Interest to 11-04-2006		
\$25.00 Demand		
\$119.42 Late Charges		
\$61.40 Recon		
Payoff to Chase Home Equity	63,465.88	
\$62,158.12 Principal Balance		
\$393.40 Interest From 10/03/2006 to 10/31/2006		
\$514.36 Interest till 10-3		
\$400.00 Pre Payment		
TITLE CHARGES:		
Lenders Policy to New Century Title Company	1,363.00	
Owners Policy to New Century Title Company	125.00	
Wire Fees to New Century Title Company	25.00	
Messenger / Fed Ex Fees to New Century Title Company	60.00	
Sub Totals	527,750.05	612,000.00
Refund Due Buyer/Borrower	84,249.95	
Totals	\$612,000.00	\$612,000.00

Walter Olszewski

Bonita Olszewski

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: [REDACTED] 760-8

Date: 10/18/2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.9224%	\$884,451.25	\$572,973.15	\$1,457,424.40

Your payment schedule will be:

No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin	No. of Pmts.	Amount of Pmts.	Monthly Pmts. Begin
120	3300.00	01/01/2007						
239	4422.61	01/01/2017						
1	4420.61	12/01/2036						

INSURANCE: The following insurance is required to obtain credit: * Property
You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own.
Property Address: 104 W LOMA ALTA DRIVE, ALTADENA, CA 91001

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the
overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, * You will not have to pay a penalty.
* You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property cannot assume the remainder of your loan on the
original terms.

All dates and numerical disclosures except the late payment disclosures are estimates.

See your contract documents for any additional information about nonpayment, default, any
required repayment in full before the scheduled date, and prepayment refunds and penalties.

COPY

WALTER OLSZEWSKI

Date

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: [REDACTED] 760-8

Date: 10/18/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

LOAN AMOUNT:		\$ 576000.00
ITEMIZATION OF PREPAID FINANCE CHARGES:		
809	Broker Fee from HF to Broker to Mortgage Broker 0.421% (P.O.C.) \$2424.96 pd by Lender	
810	LENDER LOAN CHARGE TO HFN	835.00
811	BROKER PROCESSING FEE	995.00
901	Prepaid Interest for (11/01/2006 - 12/01/2006)	946.85
1101	Settlement or Closing Fee to CLOSING AGENT FEE	250.00
TOTAL PREPAID FINANCE CHARGE		\$ 3026.85
AMOUNT FINANCED		\$ 572973.15
OTHER SETTLEMENT CHARGES:		
AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -		
1106	Notary Fee to NOTARY FEE	100.00
1108	Title Insurance to TITLE	1680.00
1201	Recording Fee	75.00
TOTAL OTHER SETTLEMENT CHARGES		\$ 1855.00
LOAN PROCEEDS		\$ 571118.15

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

I (We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property.
If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

COPY

WALTER OLSZEWSKI

Date

Creditor: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL
NETWORK, INC.)

Program Name: ADVANTAGE 30YR INT ON
Interest-Only LIBOR ARM

**ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE
YEAR FIXED, 1 YEAR ADJUSTMENT WITH INTEREST RATE LIMIT
(Interest Only YEARS)**

Important Information About the Adjustable Rate Mortgage

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

HOW YOUR INTEREST RATE AND INITIAL PAYMENT ARE DETERMINED:

Your initial interest rate is not based on the index described below which is used to make later adjustments; your initial interest rate may include a discount or premium based on market conditions at the time the loan is made. Ask the Lender about the current amount of discount or premium.

During the period that you make payments of interest only, your payments will be based on the interest rate and loan balance. For the first () years of the loan term, interest only payments are required. This means that the regular monthly payment will not reduce the principal balance during the first () years of your loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

Beginning in year , the payment will be amortized over the remaining term and applied towards principal and interest. Your payment will then be based on the interest rate, loan balance and remaining loan term. Beginning in year and thereafter, your interest rate will be based on an index rate plus a specified number of percentage points (the "Margin").

The interest rate will be based on the average of interbank offered rates for 1-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal (the "Index"), plus the Margin. Ask the Lender for the current interest rate and Margin. The most recently available Index figure as of the date 45 days before each interest rate change date occurs will be used to calculate changes in the interest rate. Another Index may be substituted if this Index ceases to be publicly announced.

Your interest rate will equal the Index rate plus the Margin rounded to the nearest one-eighth of one percentage point (0.125%) unless your interest rate "Cap" limits the amount of change in the interest rate. If this resultant interest rate is lower than the previous interest rate, the Lender must reduce the interest rate. If the resultant interest rate is higher, the Lender has the right to increase the interest rate. Although taking such an increase is optional by the Lender, you should be aware that the Lender has this right and may exercise it.

After the first months, your monthly payment is the amount that will be necessary to pay the loan in full by the end of the loan term in substantially equal payments of principal and interest at the interest rate then in effect.

HOW YOUR INTEREST RATE AND MONTHLY PAYMENT CAN CHANGE:

Your interest rate can change on the th month and every 12 months thereafter. The cap on an increase or decrease to your interest rate at the initial adjustment will be set at percentage points. The cap on increases or decreases to your interest rate at each subsequent adjustment will be set at percentage point(s). The cap on increases to your interest rate over the term of the loan will be set at percentage points above the initial interest rate. The interest rate over the term of the loan will never decrease to a rate lower than the Margin. Ask the Lender for the current per adjustment and lifetime interest rate caps.

During the first months, your monthly payment will consist of interest only and will not require any payment of principal.

Your monthly payment can change on the month and every 12 months thereafter based on changes in the interest rate. Your monthly payment can increase or decrease substantially based on changes in the interest rate.

If you make a prepayment of principal during the interest only period, your payment amount for subsequent payments during the interest only period will be reduced to the amount necessary to pay interest at the then current interest rate on the unpaid principal balance of your loan.

After the first months, Lender will recalculate your monthly payment based on an amount necessary to fully repay the unpaid principal balance at the then current interest rate on the maturity date in equal monthly payments.

NOTICE OF INTEREST RATE AND PAYMENT AMOUNT CHANGES:

- You will be notified in writing at least 25 days but not more than 120 days before the payment adjustment may be made. Your notice will contain information about your interest rates, payment amounts, and loan balance.
- For example, on a \$10,000, 30-year loan with an initial interest rate of 0.000% (an index value in effect January 2005, plus the margin, adjusted by the interest rate discount, and rounded to the nearest one-eighth of one percentage point (0.125)), the maximum amount that the interest rate can increase under this program is 6%, or in this example, to 0.000%. The monthly payment can increase from a first-year payment of \$ to a maximum of \$ in the year, assuming the interest rate were to increase as rapidly as possible.
- To see what your payments would be, divide your loan amount by \$10,000; then multiply the monthly payment by that amount. The initial monthly payment for a 30-year mortgage amount of \$60,000 would be: \$60,000 divided by \$10,000 = 6; 6 x \$ = \$ per month for the first months.

* This disclosure is intended for reference purposes only. It is not an offer to enter into an interest rate or discount point agreement. For properties in Minnesota, such an offer may only be made pursuant to Minnesota Statutes 47.208, subd. 3 and 4.
* Receipt of a copy of this Statement and The Consumer Handbook on Adjustable Rate Mortgages is hereby acknowledged.

Borrower - WALTER OLSZEWSKI

Date

Borrower -

Date

Borrower -

Date

Borrower -

Date

Borrower -

Date

Borrower -

Date

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower:

WALTER OLSZEWSKI
104 W LOMA ALTA DRIVE
ALTADENA, CA 91001

Creditor:

HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings
FINANCIAL NETWORK, INC.)
P.O. BOX 808024
PETALUMA, CA 94975-8024

Loan Number: [REDACTED] 760-8

Date: 10/09/2006

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

LOAN AMOUNT: \$ 576000.00

ITEMIZATION OF PREPAID FINANCE CHARGES:

809	Broker Fee from HF to Broker to Mortgage Broker	
	3.25% (P.O.C.) \$18720.00 pd by Lender	
810	LENDER LOAN CHARGE TO HFN	835.00
811	BROKER PROCESSING FEE	995.00
901	Prepaid Interest for (11/01/2006 - 12/01/2006)	946.85
1101	Settlement or Closing Fee to CLOSING AGENT FEE	250.00
TOTAL PREPAID FINANCE CHARGE		\$ 3026.85
AMOUNT FINANCED		\$ 572973.15

OTHER SETTLEMENT CHARGES:

AMOUNTS PAID TO OTHERS ON YOUR BEHALF BY CREDITOR -		
1106	Notary Fee to NOTARY FEE	100.00
1108	Title Insurance to TITLE	1680.00
1201	Recording Fee	75.00
TOTAL OTHER SETTLEMENT CHARGES		\$ 1855.00
LOAN PROCEEDS		\$ 571118.15

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974 as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the lender will take a first lien on the property.

We will require (a) particular provider(s) from a list that we control or approve. The specific provider(s) and the actual cost(s) will be disclosed to you at settlement.

I (We) hereby acknowledge that I (we) have received a completed copy of the HUD Special Information Booklet "Settlement Cost", unless the loan being applied for is for refinancing the property.

If for any reason the loan I (we) have applied for does not close, and if permitted by applicable law, I (we) agree to reimburse the lender for any and all costs incurred to process my (our) application including but not limited to appraisal, survey and title insurance.

COPY

WALTER OLSZEWSKI

Date